

# CENTER JOINT UNIFIED SCHOOL DISTRICT

www.centerusd.org

## Local Control Accountability Plan Goals:

1. CJUSD Students will be challenged and supported to achieve academic success in a clean, safe environment through Multi-Tiered Systems of Support (MTSS)
2. CJUSD students will be College and Career ready through Multi-Tiered Systems of Support (MTSS) Actions/Services
3. CJUSD students and families will be engaged and informed regarding the educational process and opportunities through Multi-Tiered Systems of Support (MTSS)

## **BOARD OF TRUSTEES REGULAR MEETING**

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

**Wednesday, November 14, 2018 - 6:00 p.m.**

		<u>STATUS</u>
<b>I. CALL TO ORDER &amp; ROLL CALL - 6:00 p.m.</b>		
<b>II. FLAG SALUTE</b>		
<b>III. ADOPTION OF AGENDA</b>		Action
<b>IV. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)</b>		Info
1.	Center High School - Maximus Gomez	
2.	McClellan High School - Chris Sill	
<b>V. ORGANIZATION REPORTS (3 minutes each)</b>		Info
1.	CUTA - Venessa Mason, President	
2.	CSEA - Marie Huggins, President	
<b>VI. COMMITTEE UPDATES (8 minutes each)</b>		Info
Facilities & Op.	<b>1. Facilities Update - Craig Deason</b>	
<b>VII. REPORTS/PRESENTATIONS (8 minutes each)</b>		Info
Curr & Instr	<b>1. Local Control Accountability Plan Update - Mike Jordan</b>	
↓	<b>2. 2017-2018 Advanced Placement and Smarter Balanced Assessment Results - Mike Jordan</b>	
↓	<b>3. Spring 2018 California Healthy Kids Survey (CHKS) Results - Mike Jordan</b>	

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

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



**VIII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA**

Public  
Comments  
Invited

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

**IX. BOARD / SUPERINTENDENT REPORTS (10 minutes)**

Info

**X. CONSENT AGENDA (5 minutes)**

Action

*NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.*

- |                  |     |  |
|------------------|-----|--|
| Governance       | 1.  | Approve Adoption of Minutes from October 17, 2018 Regular Meeting  |
| ↓                | 2.  | Approve Adoption of Minutes from October 22, 2018 Special Meeting  |
| ↓                | 3.  | Approve 2018-2019 Rate Increase for Legal Services - Girard, Edwards, Stevens & Tucker LLP   |
| Personnel        | 4.  | Approve Classified Personnel Transactions  |
| ↓                | 5.  | Approve Certificated Personnel Transactions  |
| Special Ed       | 6.  | Approve Resolution #14/2018-19: Naming of Authorized Person to Sign and Execute Any and All Documents Required By Department of Rehabilitation   |
| Curr & Instr     | 7.  | Approve Memorandum of Understanding - Operating Agreement between Sacramento County Office of Education and Center Joint Unified School District for Operation of the CARE Program at Wilson C. Riles Middle School for 7th Grade During the 2019-2020 School Year |
| ↓                | 8.  | Approve Field Trip: MCA Sophmores to Bay Area - CHS  |
| ↓                | 9.  | Approve Field Trip: CHS Dance Team to "The Dance Off" Competition, Anderson, CA  |
| ↓                | 10. | Approve Professional Services Agreement: The Playmaker Organization  |
| Facilities & Op. | 11. | Approve Contract Amendment #1 - Terracon for Spinelli Elementary & Dudley Elementary Basketball Court Replacement Project  |
| ↓                | 12. | Approve Contract Amendment #1 - Angus-Hamer for Center High School Technology/Communications Project   |
| ↓                | 13. | Approve Renewal Agreement for Natural Gas Services   |
| ↓                | 14. | Approve Change Order #2 - By and Between Bill Litchfield Construction, Inc. and CJUSD  |
| ↓                | 15. | Approve Consultant Services Agreement with Verde Design, Inc.  |
| ↓                | 16. | Approve Contract for Professional Consulting Services with Caldwell Flores Winters, Inc.   |
| Business         | 17. | Approve Payroll Orders: July - October 2018  |
| ↓                | 18. | Approve Supplemental Agenda (Vendor Warrants): October 2018  |

**XI. 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 2018 is December 7-21.

↓	<p><b>B. <u>CSBA Delegate Assembly Nominations</u></b>  Nominations will be accepted until Sunday, January 7, 2019. 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.</p>	
Personnel Student Services	<p><b>C. <u>District Calendars 2019-20, 2020-21, and 2021-22</u></b>  The proposed district calendars for the 2019-20, 2020-21, and 2021-22 school years were created in a manner that allows the district to continue maintaining a 10 month work year for 10 month employees, maintaining the district's traditional October break, and providing a relatively even split between the first and second semesters while also providing for first semester finals before Winter Break.</p>	Action
Curr & Instr	<p><b>D. <u>Instructional Materials Adoption Grades 9-12: History Social Studies Textbooks</u></b>  The Curriculum and Instruction Department formed a high school level curriculum selection committee comprised of teachers and administrators during the 2017-18 school year. The committee reviewed and piloted multiple publishers' materials during this time frame. After thorough review, the selection committee is now recommending the following materials be adopted for district use:  10th Grade - <u>Impact</u> by McGraw Hill for World History  11th Grade - <u>Impact</u> by McGraw Hill for US History  12th Grade - <u>Economics Principles in Action (CA edition)</u> published by Pearson  These materials will complete the adoption cycle for the high school level History Social Studies materials</p>	Action
Governance	<p><b>E. <u>First Reading: Board Policies/Regulations/Exhibits</u></b>  <b>BP 0420.42 - Charter School Renewal</b>  (BP revised)  Policy updated to reflect <b>NEW LAW (AB 1808)</b> which requires alternative measures for meeting the student achievement criteria for charter renewal in lieu of the Academic Performance Index (API) and <b>NEW LAW (AB 406)</b> which prohibits a charter school that is renewed on or after July 1, 2019 from being operated as a for-profit corporation or organization. Policy also clarifies that district boards do not review renewal petitions for charter schools that were authorized by county boards on appeal, and addresses the definition of "receipt" of the petition for purposes of determining the timeline for granting or denying the petition.</p> <p><b>BP 1100 - Communication with the Public</b>  (BP revised)  Policy updated to add definition of the types of mass mailings that cannot be sent at district expense and to reflect law which prohibits certain mass mailings, which are otherwise permissible, from being sent within 60 days preceding an election. Policy also deletes references to repealed Title 2 regulation (Register 2018, No. 12).</p> <p><b>BP 1330 - Use of School Facilities</b>  (BP revised)  Policy updated to reflect the board's authority to provide the use of school facilities free of charge to recreational youth sports leagues that charge participants no more than an average of \$60 per month. Policy also adds new section on the use of school facilities as a polling place, formerly in BP 1400 - Relations Between Other Governmental Agencies and the Schools.</p>	Action

## **First Reading: Board Policies/Regulations/Exhibits (continued)**

### **BP 3290 - Gifts, Grants and Bequests**

(BP revised)

Policy updated to add new section on "Online Fundraising" addressing considerations for approving a crowdfunding Internet platform to raise funds for district, school, or classroom projects or equipment. Policy also adds a prohibition against accepting any gift, grant, or bequest that promotes the use of non-nutritious foods or beverages and provides that any advertising used by a corporate sponsor meet the standards specified in BP 1325 - Advertising and Promotion.

### **AR 3320 - Claims and Actions Against the District**

(AR revised)

Regulation updated to reflect **NEW LAW (SB 1053)** which clarifies that districts do not have the authority to use district-established claims procedures for claims of childhood sexual abuse and that such claims are governed by the timelines and procedures of Code of Civil Procedure 340.1.

### **AR 3460 - Financial Reports and Accountability**

(AR revised)

Regulation updated to add new section on "Report on Expenditures of State Facilities Funds" reflecting state law, as amended by **NEW LAW (AB 1808)**, which requires districts that receive state facilities funding under the Leroy F. Greene School Facilities Act to annually report a list of expenditures for completed facilities projects and conclude an audit within one year of project completion.

### **BP/AR 5144.1 - Suspension and Expulsion/Due Process**

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 752, 2017)** which prohibits the expulsion of a child enrolled in a California State Preschool Program (CSPP) unless the district has taken specified steps and the child's continued enrollment presents a serious safety threat to the child or other enrolled children. Policy also adds data collection on the type of firearm involved in any expulsion for firearm possession, in accordance with federal law. Regulation also revises section on "Final Action by the Board" to correct the location in policy where acts requiring "mandatory recommendation and mandatory expulsion" are listed.

### **BP/AR 5148.3 - Preschool/Early Childhood Education**

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 1808)** which (1) exempts CSPP programs from specified licensure and regulation requirements if they are operated in a school building and (2) requires that the district's Williams uniform complaint procedures be used to resolve allegations of deficiencies related to health and safety requirements in license-exempt CSPP programs. Policy and regulation reflect a provision of AB 1808 which allows districts to commingle 4-year-old children enrolled in a CSPP program with children enrolled in a transitional kindergarten (TK) program under specified conditions. Regulation also reflects **NEW LAW (AB 2626)** which changes the birthdate by which children are eligible for CSPP programs, **NEW LAW (AB 273, 2017)** which revises eligibility criteria for CSPP preschool to include parents/guardians engaged in an educational program for English learners or for attainment of a high school diploma or general educational development certificate, and **NEW LAW (AB 752, 2017)** which prohibits the expulsion or unenrollment of a child enrolled in a CSPP program unless the district has taken specified steps and the child's continued enrollment presents a serious safety threat to the child or other enrolled children.

### **BP 6142.3 - Civic Education**

(BP revised)

Policy updated to add new section on "Student Voter Registration" containing material formerly in BP 1400 - Relations Between Governmental Agencies and the Schools. Policy also reflects **NEW LAW (AB 24, 2017)** which establishes the State Seal of Civic Engagement to recognize high school graduates who have demonstrated excellence in civic education and participation based on criteria to be approved by the State Board of Education by January 31, 2021. Examples of activities that link civic knowledge to practical experience expanded to reflect additional concepts in the state curriculum framework.

## **First Reading: Board Policies/Regulations/Exhibits (continued)**

### **BP/AR 6145.2 - Athletic Competition**

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2009)** which requires any district that offers an interscholastic athletic program to develop a written emergency action plan to be followed in the event of sudden cardiac arrest or other medical emergency. Regulation updated to reflect requirement of AB 2009 to make an automated external defibrillator available at athletic events. Regulation also includes new section on "Heat Illness" reflecting **NEW LAW (AB 2800)** which requires coaching education programs to include training on the signs and symptoms of, and appropriate response to, heat illness.

### **BP/AR 6152.1 - Placement in Mathematics Courses**

(BP/AR added)

Policy updated to clarify which policy components are mandated and to expand program evaluation to include a report on the percentage of students who have successfully completed mathematics courses that satisfy the requirements for entrance to the University of California and California State University. New regulation includes material formerly in BP, including the appeals process, the requirement to post the policy on the district's web site, and circumstances under which staff recommendations may be considered in course placement. Regulation also includes examples of objective academic measures that may be used to place students in mathematics courses.

### **BP 6170.1 - Transitional Kindergarten**

(BP revised)

Policy updated to reflect **NEW LAW (AB 1808)** which allows districts to place 4-year-old children enrolled in a CSPP program into a TK program and to commingle children from both programs into the same classroom under specified conditions.

### **BP 6190 - Evaluation of the Instructional Program**

(BP revised)

Policy updated to delete references to the obsolete API and add the California School Dashboard as a source for multiple state and local indicators of strengths and areas in need of improvement in each priority area addressed by the LCAP. Section on "Federal Program Monitoring" deleted as the focus of the policy is on program effectiveness rather than compliance with program requirements.

### **BB 9110 - Terms of Office**

(BB revised)

Bylaw updated to reflect **NEW LAW (AB 2449)** which changes the commencement of the term of office of board members from the first Friday in December following their election to the second Friday in December. Bylaw also provides that, if the district chooses or is required to consolidate its board elections with the local municipal or state primary or general elections, elections could occur in even-numbered years and the term of incumbent board members would be extended to align with the next election.

## **XII. ADVANCE PLANNING**

Info

### **a. Future Meeting Dates:**

- i. Regular Meeting: Wednesday, December 19, 2018 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747**

### **b. Suggested Agenda Items:**

## **XIII. ADJOURNMENT**

Action

### **CJUSD Mission:**

*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.*

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

VII-1

## *Center Joint Unified School District*

### AGENDA REQUEST FOR:

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

**Date:** November 1, 2018

**Action Item**

**To:** Board of Trustees

**Information Item XX**

**From:** Michael Jordan,  
Director of Curriculum & Instruction  
and Special Education

**Initials:** mdj

**# Attached Pages**

**SUBJECT:** Mr. Jordan will facilitate a presentation to the CJUSD board to inform them of the latest progress and information regarding the Local Control Accountability Plan.

**RECOMMENDATION:**

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

VI-1

## *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

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

**Date:** November 1, 2018

**Action Item**

**To:** Board of Trustees

**Information Item XX**

**From:** Michael Jordan,  
Director of Curriculum & Instruction  
and Special Education

**Initials:** MJS

**# Attached Pages**

**SUBJECT:** Mr. Jordan will facilitate a presentation to the CJUSD board to inform them of the Advanced Placement and Smarter Balanced Assessment results from the 2017-18 school year.

**RECOMMENDATION:**

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



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

VII 3

## *Center Joint Unified School District*

### **AGENDA REQUEST FOR:**

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

**Date:** November 1, 2018

**Action Item**

**To:** Board of Trustees

**Information Item XX**

**From:** Michael Jordan,  
Director of Curriculum & Instruction  
and Special Education

**Initials:** MSJ

**# Attached Pages**

**SUBJECT:** Mr. Jordan will facilitate a presentation to the CJUSD board to inform them of the results of the California Healthy Kids Survey.

**RECOMMENDATION:**

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

VI-3

# CALIFORNIA HEALTHY KIDS SURVEY



## Center Joint Unified Elementary 2017-2018 Main Report



This report was prepared by WestEd, a research, development, and service agency, in collaboration with Duerr Evaluation Resources, under contract from the California Department of Education Coordinated School Health and Safety Office. For contract information, contact:

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## PREFACE

### HYPERLINK FEATURE

The digital version of this report has been hyperlinked. Click on the title of a section or a table in the List of Tables and you will be automatically directed to the actual content section or table in the report.

This report provides the detailed results for each question from this school/district's *2017–2018 California Healthy Kids Survey (CHKS)*, presented in tables organized by topic.

The CHKS, along with its two companion surveys—*California School Staff Survey (CSSS)* for staff and the *California School Parent Survey (CSPS)*—is a service of the California Department of Education (CDE). These three surveys form the *California School Climate, Health, and Learning Survey (CalSCHLS)* System, the largest, most comprehensive state effort in the nation to regularly assess students, staff, and parents at the local level to provide key data on school climate and safety, learning supports and barriers, and stakeholder engagement, as well as youth development, health, and well-being. Exhibit 1, at the end of the Preface, presents the major school-related domains and constructs assessed by CalSCHLS at the elementary level.

These surveys grew out of CDE's commitment to helping schools promote the successful cognitive, social, emotional, and physical development of all students; create more positive, engaging school environments for students, staff, and parents; and ensure college and career readiness. They provide a wealth of information to guide school improvement and **Local Control and Accountability Plan (LCAP)** efforts, particularly in regard to the state priorities of enhancing school climate, pupil engagement, parent involvement, and addressing the needs of vulnerable groups.

Factsheets, guidebooks, and other resources to help in understanding and using CHKS results are available for downloading from the survey website ([chks.wested.org](https://chks.wested.org)), including Helpful Resources for Local Control and Accountability Plans ([chks.wested.org/resources/LCAP\\_Cal\\_SCHLS.pdf](https://chks.wested.org/resources/LCAP_Cal_SCHLS.pdf)). The California Safe and Supportive Schools website ([californias3.wested.org](https://californias3.wested.org)) provides information and tools helpful in implementing effective strategies to address the needs identified by the survey.

The CalSCHLS Technical Assistance Center offers a Data Workshop to help identify local needs and develop action plans to meet those needs (see below).

## THE SURVEY

The California Department of Education (CDE) has funded the CHKS since 1997 to provide data to assist schools in: (1) fostering safe and supportive school climates, social-emotional competencies, and engagement in learning; (2) preventing youth health-risk behaviors and other barriers to academic achievement; and (3) promoting positive youth development, resilience, and well-being. A thorough understanding of the scope and nature of these student behaviors, attitudes, experiences, and supports is essential for guiding school improvement and academic, prevention, and health programs.

The CHKS is not just a standalone instrument but a data collection system that districts can customize to meet local needs and interests. The elementary-school CHKS consists of a required general Core Module and a series of optional, supplementary topic-focused modules, including a Social and Emotional Health Module (SEHM), that districts can elect to administer. Districts may also add their own questions of local interest in a custom module. Table 1 indicates the modules administered by the district/school.

## **Core Module**

As outlined in Exhibit 1, the Core Module consists of key questions, identified by an expert advisory committee, that are considered most important for schools to guide improvement of academic, health, and prevention programs and promote student achievement, positive development, and well-being. The primary focus of the survey is assessing student perceptions and experiences related to:

- School climate, connectedness, and learning engagement;
- Perceived school safety and frequency of, and reasons for, harassment and bullying at school;
- The level of which students experience developmentally supportive caring adult relationships, high expectations, and opportunities for meaningful participation at school, three fundamental developmental supports (protective factors) that promote positive academic outcomes;
- Supports for social-emotional learning and positive behavior; and
- Health-related and behavioral learning barriers (e.g., substance use, violence at school, physical health, mental health).

**What's New?** For 2017-18, the only changes to the survey are the following improvements:

- A new question on the frequency of school attendance;
- An expansion of the scale asking about opportunities for meaningful participation in the school;
- An expansion of the existing marijuana use question to refer to eating or drinking it as well as smoking; and
- A new question on attitudes toward e-cigarette use.

## **Supplementary Social Emotional Health Module (SEHM)**

The SEHM greatly enhances the value of the CHKS as a strength-based assessment of positive emotions, engagement, ability to build and maintain relationships, and other social-emotional competencies linked to student mental health and well-being, academic success, and college and career readiness. It includes 35 items that capture the totality of core adolescent psychological assets.

## **SURVEY ADMINISTRATION AND SAMPLING**

School staff administered the survey, following detailed instructions provided by CDE that were designed to assure the protection of all student and parental rights to privacy and to maintain confidentiality. Students were surveyed only with the consent of parents or guardians. Student participation was voluntary, anonymous, and confidential.

- Table A1.1 gives the target sample of students and the final number and percent of students who completed the survey (the participation response rate).
- The Appendix lists all the elementary schools in the district that were eligible to participate in the survey and the percentage of students enrolled in each of them that completed the survey.

## **THE REPORT**

The survey results are reported in tables, organized by topic, that provide the percentages responding to each question response option by grade level. Because it is just as important to identify the positive behaviors of youth as it is to identify the risks they face, the tables reporting risk-behavior data include the



percentages of youth who responded negatively (did not engage in the behavior). Percentages are rounded off to the nearest whole number.

## UNDERSTANDING AND USING THE DATA

Care must be taken to understand the factors that can impact the quality, validity, and generalizability of the results. The following are a few of the key issues that should be kept in mind. A more detailed discussion of these topics can be found in the CHKS Data Use and Dissemination Guidebook (download [chks.wested.org/resources/chks\\_guidebook\\_3\\_datause.pdf](https://chks.wested.org/resources/chks_guidebook_3_datause.pdf)).

### Sample Characteristics

Among the most important factors affecting the quality of survey results is the level of student participation. The validity and representativeness of the results will be adversely affected if the student response rate is lower than 70%. Even if the response rate is low, the results provide an indication of what those students who did respond felt about the school and their experiences and behavior.

### Changes Between Survey Administrations

Many factors besides real changes in behavior, attitudes, or experiences among students may account for changes in results from administration to administration. Changes may be due to differences over time in the characteristics or size of the sample of students who completed the survey, changes in the questions themselves, or differences between the time periods in which the survey was administered (e.g., some risk behaviors tend to increase as students age, or may increase during holidays or social events).

## RESOURCES

The CHKS website contains numerous guidebooks and other tools for using and understanding survey results.

- *CHKS Guidebook to Data Use and Dissemination* provides step-by-step instructions on how to interpret survey results and effectively disseminate them (download [chks.wested.org/resources/chks\\_guidebook\\_3\\_datause.pdf](https://chks.wested.org/resources/chks_guidebook_3_datause.pdf)).
- CHKS **factsheets** ([chks.wested.org/using-results/factsheets](https://chks.wested.org/using-results/factsheets)) analyze key topics at the state level, show how data variables are related, and offer suggestions for how data can be analyzed at the local level.
- *Making Sense of School Climate* provides a discussion of all the CalSCHLS survey items that relate to school climate (download [californias3.wested.org/resources/S3\\_schoolclimateguidebook\\_final.pdf](https://californias3.wested.org/resources/S3_schoolclimateguidebook_final.pdf)).
- *Helpful Resources for Local Control and Accountability Plans* ([chks.wested.org/resources/LCAP\\_Cal\\_SCHLS.pdf](https://chks.wested.org/resources/LCAP_Cal_SCHLS.pdf)) describes how survey items align with LCAP priorities and indicators. Also available is an LCAP-related PowerPoint presentation ([chks.wested.org/training-support/workshops-presentations](https://chks.wested.org/training-support/workshops-presentations)).
- The *School Climate Connection Newsletter* provides monthly announcements of resources, tools, webinars and workshops, and research. Sign up on the CHKS or CaliforniaS3 websites.
- CDE's **California Safe and Supportive Schools** website ([Californias3.wested.org](https://Californias3.wested.org)) contains a wealth of information and tools related to school climate improvement and social-emotional learning. It includes factsheets analyzing CalSCHLS data and *What Works Briefs* that provide guidance on strategies to implement.

## NEXT STEPS

Receiving this report is just a beginning step in a data-driven decision-making process of continuous quality improvement. The following describes some followup steps you should take and some custom services (additional fees apply) available from the CalSCHLS TA Center to help in fostering effective use of the results and provide additional information to support school and program improvement efforts and the LCAP process.

### Engage Students, Staff, and Parents in an Action Planning Process

First and foremost, engage students, staff, parents, and community stakeholders in reviewing and exploring the meaning of the results and obtain their input into how the school might better meet the identified needs and into the development of a detailed action plan. This communicates to stakeholders that you value their input into how to improve the schools and gives them an opportunity for meaningful participation. This helps enhance pupil engagement and parent involvement, two LCAP priorities. Their input, in turn, will help in identifying school needs and developing an effective response. It will also promote higher rates of participation the next time the survey is administered, as stakeholders will see how the data has been used for positive purposes.

### Compare Results with Other Data

The value of your CHKS results will be greatly enhanced if examined in the content of the following sources of related data.

- **Staff and Parent Surveys.** The results of this student survey should be compared to those obtained from the CalSCHLS surveys of school staff and parents. It is important to determine how consistent are student, staff, and parent perceptions and experiences. If you did not administer these companion surveys, consider doing so next time.
- **Elementary School Results.** The elementary results should also be compared to the middle and high school results to determine how student strengths and needs develop with age. In particular, results from middle school can help guide engagement, prevention, and health promotion efforts for elementary students that might mitigate future problems when they transition into middle school. Vice versa, making middle schools aware of the results from elementary schools may help them better prepare for future challenges they may face.
- **Other Data.** CHKS results will also be enriched if analyzed in the context of other data typically collected by schools that relate to the variables assessed. For example, are the data self-reported by students consistent with what you know from discipline referrals, school vandalism costs, and behavioral observations in classrooms.

### Data Workshop

To assist in your review of the survey results, you can request the CalSCHLS TA Center to conduct a structured, customized Data Workshop. In this workshop, a survey specialist works with district stakeholders to promote better understanding of the results and to identify local needs that need to be addressed. The workshops can also include engaging stakeholders in developing a detailed Action Plan and timetable for meeting those needs using evidence-based strategies.

For more information, contact your CalSCHLS TA Center (call 888.841.7536) or email [schoolclimate@wested.org](mailto:schoolclimate@wested.org).



## **Request Additional Reports and Data**

As you review your data with stakeholders, you may find that additional data needs emerge. The following custom services (additional fees apply) are available through the CalSCHLS TA Center to help delve more deeply into your survey results and foster more effective use of the results in support of school and program improvement efforts and the LCAP process.

### **School Reports**

If the schools in the district vary significantly in demographics, programs, or other characteristics, consider requesting individual reports for each school (a fee applies).

### **Disaggregated Report**

The staff of the Regional TA Centers can produce reports that show how results vary by subgroups. For example, what are the characteristics of youth who are low in perceived safety, school connectedness, or academic motivation compared those who are high? This is particularly important given the LCAP requirements to address these needs. This helps in understanding the meaning of the results and developing interventions that target groups most in need.

### **Analyze Dataset**

The complete dataset is available electronically for additional analysis (there is a small fee for preparation). The dataset enables analyses of patterns in the results, how they are interrelated, and how they vary by different subgroups of students and across schools within a district. You can also request an analysis from the CalSCHLS TA Center as a custom service.

### **Add Questions to Your Next Surveys**

Determine what additional information is needed to guide school improvement efforts and add questions to your next CHKS, staff, or parent survey. All three surveys are designed so that schools can add additional questions to help them conduct a more individualized and comprehensive assessment.

**Exhibit 1*****Major School-related Domains and Constructs Assessed by CalSCHLS in Elementary Schools***

	Student Core	Student Social Emotional Health	Staff Survey	Parent Survey
<b>Student Well-Being</b>				
Academic mindset		✓		
Academic motivation	✓		✓	✓
Academic performance	✓			
Alcohol, tobacco, and drug use	✓		✓	✓
Attendance	✓		✓	
Collaboration		✓		
Empathy		✓		
Gratitude		✓		
Optimism		✓		
Perceived safety	✓		✓	✓
Persistence		✓		
Problem solving		✓		
School connectedness	✓			
Self-efficacy		✓		
Social-emotional competencies and health		✓	✓	
Violence and victimization (bullying)	✓		✓	✓
Zest		✓		
<b>School Climate</b>				
Academic rigor and norms			✓	✓
High expectations	✓		✓	✓
Meaningful participation and decision-making	✓		✓	✓
Parent involvement	✓		✓	✓
Quality of physical environment			✓	✓
Relationships among staff			✓	
Relationships among students		✓	✓	✓
Relationships between students and staff	✓		✓	✓
Respect for diversity and cultural sensitivity			✓	✓
Teacher and other supports for learning	✓		✓	✓
<b>School Climate Improvement Practices</b>				
Bullying prevention	✓		✓	✓
Conflict resolution	✓		✓	
Discipline and order (policies, enforcement)	✓		✓	✓
Services and policies to address student needs			✓	
Social-emotional/behavioral supports	✓		✓	✓
Staff supports			✓	



## **ACKNOWLEDGMENTS**

The CHKS and this report were developed by WestEd, in collaboration with Duerr Evaluation Resources, under contract from the California Department of Education, Coordinated School Health and Safety Office. For more information, call the toll-free helpline at 888.841.7536, or visit the website at [chks.wested.org](http://chks.wested.org).

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California Department of Education

## Survey Module Administration

**Table 1**

***CHKS Survey Modules Administered***

Survey Module	Administered
A. Core (Required)	X
B. Cal-Well Module	
C. District After-School Module (DASM)	
D. Gang Risk Awareness Module (GRAM)	
E. Military Connected School Module	
F. Social Emotional Health Module	
G. Supplemental Health Module	
Z. Custom Questions	

# Core Module Results

## 1. Survey Sample

**Table A1.1**

***Student Sample Characteristics***

Grade 5	
<b><i>Student Sample Size</i></b>	
Target sample	331
Final number	139
<b>Response Rate</b>	42%

## 2. Summary of Key Indicators

**Table A2.1**

***Key Indicators of School Climate and Student Well-Being***

	Grade 5 %	Table
<b>School Engagement and Supports</b>		
School connectedness <sup>†</sup>	24	A4.4
Academic motivation <sup>†</sup>	53	A4.4
Caring adult relationships <sup>†</sup>	38	A4.3
High expectations <sup>†</sup>	38	A4.3
Meaningful participation <sup>†</sup>	15	A4.3
<b>School Safety</b>		
Feel safe at school <sup>‡</sup>	61	A7.1
Been hit or pushed	50	A7.2
Mean rumors spread about you	63	A7.2
Been called bad names or mean jokes made about you	75	A7.2
Saw a weapon at school <sup>§</sup>	22	A7.4
<b>Disciplinary Environment</b>		
Students well-behaved <sup>‡</sup>	28	A6.2
Students treated fairly when break school rules <sup>‡</sup>	44	A6.1
Students treated with respect <sup>‡</sup>	56	A6.1
<b>Lifetime Substance Use</b>		
Alcohol or drug use	17	A9.1
Cigarette smoking	4	A10.1
E-cigarette	4	A10.1

*Notes: Cells are empty if there are less than 10 respondents.*

<sup>†</sup>Average percent of respondents reporting “Yes, all of the time.”

<sup>‡</sup>Combines “Most of the time” and “All of the time.”

<sup>§</sup>Past 12 months.

### 3. Demographics

**Table A3.1**

***Gender of Sample***

	Grade 5 %
Female	51
Male	49

*Question ES A.2: Are you female or male?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.2**

***Number of Days Attending After School Program***

	Grade 5 %
0 days	68
1 day	10
2 days	5
3 days	7
4 days	1
5 days	9

*Question ES A.6: How many days a week do you usually go to your school's after school program?*

*Note: Cells are empty if there are less than 10 respondents.*

## 4. School Performance, Supports, and Engagements

**Table A4.1**

***Perceived School Performance***

	Grade 5 %
One of the best students	21
Better than most students	19
About the same as others	48
Don't do as well as most others	13

*Question ES A.21: How well do you do in your schoolwork?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A4.2**

***Truancy, Past 30 Days***

	Grade 5 %
I did not miss any days of school	54
1 day	17
2 days	16
3 or more days	13

*Question ES A.4: In the past 30 days, how often did you miss an entire day of school for any reason?*

*Note: Cells are empty if there are less than 10 respondents.*



**Table A4.3*****School Environment Scales***

	Grade 5 %	Table
<b>Total school supports</b>		
<i>Average Reporting "Yes, all of the time"</i>	30	
High	37	
Moderate	56	
Low	7	
<b>Caring adults in school</b>		
<i>Average Reporting "Yes, all of the time"</i>	38	A4.5
High	42	
Moderate	53	
Low	5	
<b>High expectations-adults in school</b>		
<i>Average Reporting "Yes, all of the time"</i>	38	A4.6
High	46	
Moderate	49	
Low	5	
<b>Meaningful participation at school</b>		
<i>Average Reporting "Yes, all of the time"</i>	15	A4.7
High	7	
Moderate	71	
Low	22	

*Notes: Cells are empty if there are less than 10 respondents.*

*Table numbers refer to tables with item-level results for the survey questions that comprise each scale.*

**Table A4.4*****School Connectedness and Academic Motivation Scales***

	Grade 5 %	Table
<b>School Connectedness</b>		
<i>Average Reporting "Yes, all of the time"</i>	24	A4.8
High	29	
Moderate	64	
Low	7	
<b>Academic Motivation</b>		
<i>Average Reporting "Yes, all of the time"</i>	53	A4.9
High	42	
Moderate	38	
Low	20	

*Notes: Cells are empty if there are less than 10 respondents.*

*Table numbers refer to tables with item-level results for the survey questions that comprise each scale.*

**Table A4.5**  
***Caring Relationships Scale Questions***

	Grade 5 %
<b>Caring adults in school</b>	
<i>Average Reporting "Yes, all of the time"</i>	38
<b><i>Do the teachers and other grown-ups at school... care about you?</i></b>	
No, never	4
Yes, some of the time	20
Yes, most of the time	28
Yes, all of the time	48
<b><i>listen when you have something to say?</i></b>	
No, never	7
Yes, some of the time	32
Yes, most of the time	34
Yes, all of the time	28

*Question ES A.14, 22: Do the teachers and other grown-ups at school care about you?... Do the teachers and other grown-ups at school listen when you have something to say?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A4.6*****High Expectations Scale Questions***

	Grade 5 %
<b>High expectations-adults in school</b>	
<i>Average Reporting "Yes, all of the time"</i>	38
<b><i>Do the teachers and other grown-ups at school... tell you when you do a good job?</i></b>	
No, never	4
Yes, some of the time	26
Yes, most of the time	33
Yes, all of the time	36
<b><i>believe that you can do a good job?</i></b>	
No, never	4
Yes, some of the time	18
Yes, most of the time	37
Yes, all of the time	41

*Question ES A.15, 23: Do the teachers and other grown-ups at school tell you when you do a good job?... Do the teachers and other grown-ups at school believe that you can do a good job?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A4.7*****Meaningful Participation Scale Questions***

	Grade 5 %
<b>Opportunities for Meaningful Participation</b>	
<i>Average Reporting "Yes, all of the time"</i>	15
<b>Are you given a chance to help decide school activities or rules?</b>	
No, never	37
Yes, some of the time	39
Yes, most of the time	16
Yes, all of the time	8
<b>Are you given a chance to help decide class activities or rules?</b>	
No, never	32
Yes, some of the time	42
Yes, most of the time	22
Yes, all of the time	4
<b>Do you do things to be helpful at school?</b>	
No, never	2
Yes, some of the time	27
Yes, most of the time	38
Yes, all of the time	33

*Question ES A.13, 19, 24: Are you given a chance to help decide school activities or rules?... Are you given a chance to help decide class activities or rules?... Do you do things to be helpful at school?*

*Note: Cells are empty if there are less than 10 respondents.*



**Table A4.8*****School Connectedness Scale Questions***

	Grade 5 %
<b>School Connectedness</b>	
<i>Average Reporting "Yes, all of the time"</i>	24
<b>Do you feel close to people at school?</b>	
No, never	8
Yes, some of the time	46
Yes, most of the time	33
Yes, all of the time	13
<b>Are you happy to be at this school?</b>	
No, never	7
Yes, some of the time	38
Yes, most of the time	34
Yes, all of the time	21
<b>Do you feel like you are part of this school?</b>	
No, never	5
Yes, some of the time	33
Yes, most of the time	30
Yes, all of the time	32
<b>Do teachers treat students fairly at school?</b>	
No, never	6
Yes, some of the time	26
Yes, most of the time	36
Yes, all of the time	33
<b>Do you feel safe at school?</b>	
No, never	6
Yes, some of the time	34
Yes, most of the time	39
Yes, all of the time	21

*Question ES A.7-9, 12, 56: Do you feel close to people at school?... Are you happy to be at this school?... Do you feel like you are part of this school?... Do teachers treat students fairly at school?... Do you feel safe at school?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A4.9*****Academic Motivation Scale Questions***

	Grade 5 %
<b>Academic Motivation</b>	
<i>Average Reporting "Yes, all of the time"</i>	53
<b>Do you finish all your class assignments?</b>	
No, never	2
Yes, some of the time	13
Yes, most of the time	40
Yes, all of the time	45
<b>When you get a bad grade, do you try even harder the next time?</b>	
No, never	5
Yes, some of the time	8
Yes, most of the time	15
Yes, all of the time	71
<b>Do you keep working and working on your schoolwork until you get it right?</b>	
No, never	5
Yes, some of the time	17
Yes, most of the time	35
Yes, all of the time	43
<b>Do you keep doing your classwork even when it's really hard for you?</b>	
No, never	4
Yes, some of the time	16
Yes, most of the time	29
Yes, all of the time	52

*Question ES A.39-42: Do you finish all your class assignments?... When you get a bad grade, do you try even harder the next time?... Do you keep working and working on your schoolwork until you get it right?... Do you keep doing your classwork even when it's really hard for you?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A4.10**  
**Positive Staff-Student Relationships and Expectations**

	Grade 5 %
<b>At school, do teachers and other grown-ups... make an effort to get to know you?</b>	
No, never	16
Yes, some of the time	41
Yes, most of the time	21
Yes, all of the time	21
<b>want you to do your best?</b>	
No, never	2
Yes, some of the time	10
Yes, most of the time	13
Yes, all of the time	76

*Question ES A.25, 26: Do the teachers and other grown-ups at school make an effort to get to know you?... Do the teachers and other grown-ups at school want you to do your best?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A4.11**  
**School Pride**

	Grade 5 %
<b>Do you feel proud to belong to your school?</b>	
No, never	9
Yes, some of the time	35
Yes, most of the time	28
Yes, all of the time	28

*Question ES A.10: Do you feel proud to belong to your school?*

*Note: Cells are empty if there are less than 10 respondents.*

## 5. Supports for Learning at School

**Table A5.1**

***Supports for Learning***

	Grade 5 %
<b>Are the students at your school motivated to learn?</b>	
No, never	10
Yes, some of the time	44
Yes, most of the time	39
Yes, all of the time	7
<b>Do the teachers and other grown-ups at school ask you about your ideas?</b>	
No, never	26
Yes, some of the time	43
Yes, most of the time	20
Yes, all of the time	12
<b>Do the teachers and other grown-ups give you a chance to solve school problems?</b>	
No, never	19
Yes, some of the time	34
Yes, most of the time	25
Yes, all of the time	22
<b>Do you get to do interesting activities at school?</b>	
No, never	3
Yes, some of the time	37
Yes, most of the time	39
Yes, all of the time	21

*Question ES A.11, 16-18: Are the students at your school motivated to learn?... Do the teachers and other grown-ups at school ask you about your ideas?... Do the teachers and other grown-ups give you a chance to solve school problems?... Do you get to do interesting activities at school?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A5.1*****Supports for Learning - Continued***

	Grade 5 %
<b>Do your teachers ask you what you want to learn about?</b>	
No, never	63
Yes, some of the time	25
Yes, most of the time	7
Yes, all of the time	4

*Question ES A.20: Do your teachers ask you what you want to learn about?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A5.2**  
**Supports for Social and Emotional Learning**

	Grade 5 %
<b>Does your school...</b>	
<b>help students resolve conflicts with one another?</b>	
No, never	8
Yes, some of the time	24
Yes, most of the time	36
Yes, all of the time	31
<b>teach students to understand how other students think and feel?</b>	
No, never	11
Yes, some of the time	42
Yes, most of the time	26
Yes, all of the time	21
<b>teach students to feel responsible for how they act?</b>	
No, never	5
Yes, some of the time	33
Yes, most of the time	26
Yes, all of the time	36
<b>teach students to care about each other and treat each other with respect?</b>	
No, never	4
Yes, some of the time	26
Yes, most of the time	33
Yes, all of the time	37

*Question ESA.32-35: Does your school help students resolve conflicts with one another?... Does your school teach students to understand how other students think and feel?... Does your school teach students to feel responsible for how they act?... Does your school teach students to care about each other and treat each other with respect?*

*Note: Cells are empty if there are less than 10 respondents.*



## 6. Disciplinary Environment, Fairness, and Respect

**Table A6.1**

***Clarity of Rules and Fairness***

	Grade 5 %
<b>Do students know what the rules are?</b>	
No, never	3
Yes, some of the time	19
Yes, most of the time	38
Yes, all of the time	40
<b>Are the school rules fair?</b>	
No, never	12
Yes, some of the time	41
Yes, most of the time	26
Yes, all of the time	20
<b>Are students treated fairly when they break school rules?</b>	
No, never	20
Yes, some of the time	36
Yes, most of the time	21
Yes, all of the time	23
<b>Do teachers and other grown-ups at school treat students with respect?</b>	
No, never	8
Yes, some of the time	36
Yes, most of the time	27
Yes, all of the time	29

*Question ES A.27-29, 31: Are the school rules fair?... Do teachers and other grown-ups at school treat students with respect?... Are students treated fairly when they break school rules?... Do students know what the rules are?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A6.2*****Student Positive Behavior***

	Grade 5 %
<b>Do you follow the classroom rules?</b>	
No, never	1
Yes, some of the time	11
Yes, most of the time	39
Yes, all of the time	49
<b>Do you follow the playground rules at recess and lunch times?</b>	
No, never	1
Yes, some of the time	15
Yes, most of the time	32
Yes, all of the time	52
<b>Do you listen when your teacher is talking?</b>	
No, never	2
Yes, some of the time	10
Yes, most of the time	52
Yes, all of the time	37
<b>Are students at this school well behaved?</b>	
No, never	14
Yes, some of the time	58
Yes, most of the time	23
Yes, all of the time	5
<b>Are you nice to other students?</b>	
No, never	2
Yes, some of the time	6
Yes, most of the time	46
Yes, all of the time	45

*Question ES A.30, 43-46: Are students at this school well behaved? ... Do you follow the classroom rules?... Do you follow the playground rules at recess and lunch times?... Do you listen when your teacher is talking?... Are you nice to other students?*

*Notes: Cells are empty if there are less than 10 respondents.*

## 7. School Violence, Victimization, and Safety

**Table A7.1**

***Perceived Safety at or Outside of School***

	Grade 5 %
<b>Do you feel safe at school?</b>	
No, never	6
Yes, some of the time	34
Yes, most of the time	39
Yes, all of the time	21
<b>Do you feel safe on your way to and from school?</b>	
No, never	7
Yes, some of the time	18
Yes, most of the time	28
Yes, all of the time	47

*Question ES A.56, 57: Do you feel safe at school?... Do you feel safe on your way to and from school?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A7.2*****Frequency of Being Harassed on School Property***

	Grade 5 %
<b>Been hit or pushed</b>	
No, never	50
Yes, some of the time	35
Yes, most of the time	11
Yes, all of the time	4
<b>Mean rumors spread about you</b>	
No, never	37
Yes, some of the time	34
Yes, most of the time	13
Yes, all of the time	16
<b>Been called bad names or mean jokes made about you</b>	
No, never	25
Yes, some of the time	46
Yes, most of the time	18
Yes, all of the time	10

*Question ES A.50, 51, 53: Do other kids hit or push you at school when they are not just playing around?... Do other kids at school spread mean rumors or lies about you?... Do other kids at school call you bad names or make mean jokes about you?*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A7.3*****Frequency of Harassing on School Property, Past Year***

	Grade 5 %
<b>Have hit or pushed other kids</b>	
0 times	53
1 time	23
2 times	13
3 or more times	11
<b>Have said mean things about other students or called them bad names</b>	
0 times	45
1 time	21
2 times	14
3 or more times	20
<b>Have spread mean rumors about other kids</b>	
0 times	74
1 time	17
2 times	2
3 or more times	6

*Question ES A.47-49: During the past year, how many times have you hit or pushed other kids at school when you were not playing around?... During the past year, how many times have you spread mean rumors or lies about other kids at school?... During the past year, how many times at school have you said mean things about other students or called them bad names?*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A7.4*****Weapons (Gun or Knife) on School Property, Past Year***

	Grade 5 %
<b>Brought a gun or knife to school</b>	
No	97
Yes	3
<b>Saw another kid with a gun or knife at school</b>	
No	78
Yes	22

*Question ES A.52, 54: During the past year, did you ever bring a gun or knife to school?... During the past year, have you ever seen another kid with a gun or knife at school?*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A7.5*****School Responses to Bullying***

	Grade 5 %
<b>Teachers and other grown-ups make it clear that bullying is not allowed.</b>	
No, never	5
Yes, some of the time	16
Yes, most of the time	17
Yes, all of the time	62
<b>If you tell a teacher that you've been bullied, the teacher will do something to help.</b>	
No, never	8
Yes, some of the time	18
Yes, most of the time	31
Yes, all of the time	43
<b>Students at your school try to stop bullying when they see it happening.</b>	
No, never	20
Yes, some of the time	35
Yes, most of the time	28
Yes, all of the time	17

*Question ES A.36-38: Do the teachers and other grown-ups make it clear that bullying is not allowed?... If you tell a teacher that you've been bullied, will the teacher do something to help?... Do students at your school try to stop bullying when they see it happening?*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A7.6*****Frequency of Being Home Alone***

	Grade 5 %
No, never	55
Yes, some of the time	29
Yes, most of the time	8
Yes, all of the time	7

*Question ES A.55: Are you home alone after school?*

*Note: Cells are empty if there are less than 10 respondents.*



## 8. Home Supports and Involvement in Schooling

**Table A8.1**

***High Expectations at Home***

	Grade 5 %
<b><i>Does a parent or some other grown-up at home...</i></b>	
<b><i>believe that you can do a good job?</i></b>	
No, never	2
Yes, some of the time	2
Yes, most of the time	16
Yes, all of the time	79
<b><i>want you to do your best?</i></b>	
No, never	2
Yes, some of the time	2
Yes, most of the time	7
Yes, all of the time	90

*Question ES A.69, 70: Does a parent or some other grown-up at home believe that you can do a good job?... Does a parent or some other grown-up at home want you to do your best?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A8.2*****Parent/Adult Involvement in Schoolwork***

	Grade 5 %
<b><i>Does a parent or some other grown-up at home...</i></b>	
<b><i>care about your schoolwork?</i></b>	
No, never	2
Yes, some of the time	6
Yes, most of the time	17
Yes, all of the time	76
<b><i>ask if you did your homework?</i></b>	
No, never	3
Yes, some of the time	14
Yes, most of the time	22
Yes, all of the time	61
<b><i>check your homework.</i></b>	
No, never	22
Yes, some of the time	26
Yes, most of the time	22
Yes, all of the time	30
<b><i>ask you about school?</i></b>	
No, never	5
Yes, some of the time	19
Yes, most of the time	24
Yes, all of the time	53
<b><i>ask you about your grades?</i></b>	
No, never	9
Yes, some of the time	21
Yes, most of the time	20
Yes, all of the time	50

*Question ES A.68, 71-74: Does a parent or some other grown-up at home care about your schoolwork?... Does a parent or some other grown-up at home ask if you did your homework?... Does a parent or some other grown-up at home check your homework?... Does a parent or some other grown-up at home ask you about school?... Does a parent or some other grown-up at home ask you about your grades?*

*Note: Cells are empty if there are less than 10 respondents.*

## 9. Alcohol and Other Drug (AOD) Use

**Table A9.1**

***Use of Alcohol or Other Drugs, Lifetime***

	Grade 5 %
Alcohol, one or two sips	13
Alcohol, a full glass	3
Inhalants (to get high)	3
Marijuana	3
None of the above	83
Any of the above	17

*Question ES A.61-63: Have you ever drunk beer, wine, or other alcohol?... Have you ever sniffed something through your nose to get "high?"... Have you ever used any marijuana (smoke, eat, or drink)?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A9.2**

***Perception of Health Risk of Alcohol and Marijuana Use***

	Grade 5 %
<b>Alcohol</b>	
No, not bad	7
Yes, a little bad	39
Yes, very bad	54
<b>Marijuana</b>	
No, not bad	3
Yes, a little bad	7
Yes, very bad	62
I don't know what marijuana is	28

*Question ES A.66, 67: Do you think drinking alcohol (beer, wine, liquor) is bad for a person's health?... Do you think using marijuana (smoke, eat, or drink) is bad for a person's health?*

*Note: Cells are empty if there are less than 10 respondents.*

## 10. Tobacco Use

**Table A10.1**

***Use of Cigarettes and E-Cigarettes, Lifetime***

	Grade 5 %
Ever smoked a cigarette	4
Part of a cigarette, like one or two puffs	2
A whole cigarette	2
Ever used an electronic cigarette, e-cigarette, or other vaping device	4

*Question ES A.59, 60: Have you ever smoked a cigarette?... Have you ever used an electronic cigarette, e-cigarette, hookah pen, or other vaping device?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A10.2**

***Perception of Health Risk of Cigarette and Electronic Cigarette Use***

	Grade 5 %
<b>Do you think smoking cigarettes is bad for a person's health?</b>	
No, not bad	1
Yes, a little bad	6
Yes, very bad	93
<b>Do you think using an electronic cigarette, e-cigarette, hookah pen, or other vaping device is bad for a person's health?</b>	
No, not bad	2
Yes, a little bad	21
Yes, very bad	77

*Question ES A.64, 65: Do you think smoking cigarettes is bad for a person's health?... Do you think using an electronic cigarette, e-cigarette, hookah pen, or other vaping device is bad for a person's health?*

*Note: Cells are empty if there are less than 10 respondents.*

## 11. Physical Health

**Table A11.1**  
***Breakfast Consumption***

	Grade 5 %
No	17
Yes	83

*Question ES A.5: Did you eat breakfast this morning?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A11.2**  
***Body Image***

	Grade 5 %
<b>Ever been teased about your body at school</b>	
No	52
Yes	48

*Question ES A.58: Have other kids at school ever teased you about what your body looks like?*

*Note: Cells are empty if there are less than 10 respondents.*

## 12. Gender Breakdowns

**Table A12.1**

***School Developmental Supports, Connectedness, and Academic Motivation by Gender***

	Grade 5	
	Female	Male
	%	%
<b><i>School Environment</i></b>		
Total school supports <sup>†</sup>	33	27
Caring adults in school <sup>†</sup>	39	35
High expectations-adults in school <sup>†</sup>	41	34
Meaningful participation at school <sup>†</sup>	17	13
<b><i>School Connectedness</i></b> <sup>†</sup>	24	25
<b><i>Academic Motivation</i></b> <sup>†</sup>	54	52

Notes: Cells are empty if there are less than 10 respondents.

<sup>†</sup>Average percent of respondents reporting "Yes, all of the time."

**Table A12.2**

***Student Positive Behavior by Gender***

	Grade 5	
	Female	Male
	%	%
Follow classroom rules <sup>A</sup>	92	88
Listen when teacher is talking <sup>A</sup>	87	89
Nice to other students <sup>A</sup>	89	94

Notes: Cells are empty if there are less than 10 respondents.

<sup>A</sup>Combines "Most of the time" and "All of the time."



**Table A12.3*****School Safety-Related Indicators by Gender***

	Grade 5	
	Female %	Male %
<b><i>Been Harassed on School Property<sup>B</sup></i></b>		
Been hit or pushed	44	55
Mean rumors spread about you	61	64
Been called bad names/mean jokes made about you	77	71
Feels safe at school most/all of the time	62	61

*Notes: Cells are empty if there are less than 10 respondents.*

<sup>B</sup>Combines "Some of the time," "Most of the time," and "All of the time."

**Table A12.4*****Selected Alcohol and Drug Use Measures by Gender***

	Grade 5	
	Female %	Male %
<b>Lifetime AOD Use</b>		
Alcohol, one or two sips	13	14
Alcohol, a full glass	3	3
Inhalants (to get high)	3	3
Marijuana	2	5
Any of the above	18	17
<b>Perceived Health Risk<sup>C</sup></b>		
Alcohol	93	92
Marijuana <sup>D</sup>	100	92

*Notes: Cells are empty if there are less than 10 respondents.*

<sup>C</sup>Combines "A little bad" and "Very bad."

<sup>D</sup>Students who responded that they didn't know what marijuana was were excluded from calculation.

**Table A12.5**  
***Selected Tobacco Measures by Gender***

	Grade 5	
	Female %	Male %
Ever smoked a cigarette	3	5
Part of a cigarette, like one or two puffs	3	2
A whole cigarette	0	3
Electronic cigarette, e-cigarette, or other vaping device	3	5
Perceived health risk of cigarette smoking <sup>C</sup>	100	98
Perceived health risk of electronic cigarette use <sup>C</sup>	100	95

*Notes: Cells are empty if there are less than 10 respondents.*

<sup>C</sup>*Combines "A little bad" and "Very bad."*

# Appendix

## 2017-18 CHKS Elementary Survey Response Rates

Eligible Schools	5th %
Arthur S. Dudley Elementary	30
Cyril Spinelli Elementary	43
North Country Elementary	57
Oak Hill Elementary	43

*Notes: Response rates are presented by grade level. Eligible schools listed are based on CBEDS 2017-18 public school and 2016-17 enrollment data files. Directly funded charter schools have been excluded from the list.*

CALIFORNIA

CaISCHLS

SURVEY SYSTEM

# CALIFORNIA HEALTHY KIDS SURVEY



## Center Joint Unified Secondary 2017-2018 Main Report

This report was prepared by WestEd, a research, development, and service agency, in collaboration with Duerr Evaluation Resources, under contract from the California Department of Education Coordinated School Health and Safety Office. For contract information, contact:

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## PREFACE

### HYPERLINK FEATURE

The digital version of this report has been hyperlinked. Click on the title of a section or a table in the List of Tables and you will be automatically directed to the actual content section or table in the report.

This report provides the detailed results for each question from this school/district's 2017-18 *California Healthy Kids Survey* (CHKS), presented in tables organized by topic.

The CHKS, along with its two companion surveys—*California School Staff Survey* (CSSS) for staff and the *California School Parent Survey* (CSPS)—is a service of the California Department of Education (CDE). These three surveys form the *California School Climate, Health, and Learning Surveys* (CalSCHLS) System, the largest, most comprehensive state effort in the nation to regularly assess students, staff, and parents at the local level to provide key data on school climate and safety, learning supports and barriers, and stakeholder engagement, as well as youth development, health, and well-being. Exhibit 1, at the end of the Preface, presents the major school-related domains and constructs assessed by CalSCHLS.

These surveys grew out of CDE's commitment to helping schools promote the successful cognitive, social, emotional, and physical development of all students; create more positive, engaging school environments for students, staff, and parents; and ensure college and career readiness. They provide a wealth of information to guide school improvement and **Local Control and Accountability Plan** (LCAP) efforts, particularly in regard to the state priorities of enhancing school climate, pupil engagement, parent involvement, and addressing the needs of vulnerable groups.

Factsheets, guidebooks, and other resources to help in understanding and using CHKS results are available for downloading from the survey website ([chks.wested.org](http://chks.wested.org)), including *Helpful Resources for Local Control and Accountability Plans* ([chks.wested.org/resources/LCAP-CalSCHLS.pdf](http://chks.wested.org/resources/LCAP-CalSCHLS.pdf)). The California Safe and Supportive Schools website ([CaliforniaS3.wested.org](http://CaliforniaS3.wested.org)) provides information and tools helpful in implementing effective strategies to address the needs identified by the survey.

The CalSCHLS Technical Assistance Center offers a Data Workshop to help identify local needs and develop action plans to meet those needs, including a *Listening to Students Workshop* for involving student voice in the process (see below).

### THE SURVEY

The California Department of Education (CDE) has funded the CHKS since 1997 to provide data to assist schools in: (1) fostering safe and supportive school climates, social-emotional competencies, and engagement in learning; (2) preventing youth health-risk behaviors and other barriers to academic achievement; and (3) promoting positive youth development, resilience, and well-being. A thorough understanding of the scope and nature of these student behaviors, attitudes, experiences, and supports is essential for guiding school improvement and academic, prevention, and health programs.

The CHKS is not just a standalone instrument but a data collection system that districts can customize to meet local needs and interests. The secondary-school CHKS consists of a required general Core Module



and a series of optional, supplementary topic-focused modules that districts can elect to administer. Districts may also add their own questions of local interest in a custom module. Table 1 indicates the modules administered by the district/school.

### **Core Module**

As outlined in Exhibit 1, the Core Module consists of key questions, identified by an expert advisory committee, that are considered most important for schools to guide improvement of academic, health, and prevention programs and promote student achievement, college and career readiness, positive development, and well-being. The great majority of the questions are school-specific, including the following indicators:

- Student grades, truancy, attendance rate and reasons for missing school, academic motivation, and school connectedness, as indicators of engagement;
- The levels of students' three fundamental developmental supports (protective factors) that promote positive academic, social, and emotional outcomes: experiences of caring adult relationships, high expectations, and opportunities for meaningful participation at school;
- Perceived safety and the frequency and type of harassment and bullying at school; and
- Levels of violence, substance use, and crime-related behavior (e.g., weapons possession) at school.

The Core Module also includes a wide range of demographic questions to help districts identify and address the needs of significant and vulnerable student subgroups, including those required to be included in the LCAP efforts. These include race/ethnicity, gender, and socioeconomic status; homeless, migrant, and foster status; and English language proficiency.

**What's New?** For 2017-18, the following improvements are made to the Core Module:

- Added questions assessing frequency of school absences; lifetime frequency of heroin use, and vaping, eating, or drinking marijuana; perceived harm and availability of e-cigarettes; being an immigrant as a reason for being harassed or bullied;
- Modified sexual orientation question to better assess gender identity; and
- Expanded Opportunities for Meaningful Participation scale questions for better reliability.

### **Supplemental School Climate Module**

To further support school improvement efforts and the LCAP process, a supplementary School Climate Module is available. It provides additional data on student academic mindset, school academic supports, discipline/order, supports for social-emotional learning, bullying prevention and positive peer relationships, respect for diversity, and the quality of the physical environment (download from [chks.wested.org/administer/download/supplemental/#clim](https://chks.wested.org/administer/download/supplemental/#clim)). These questions are also included in the staff survey, so you can compare staff and student perceptions on the same constructs.

### **Supplemental Social Emotional Health Module (SEHM)**

The SEHM greatly enhances the value of the CHKS as a strength-based assessment of positive emotions, engagement, ability to build and maintain relationships, and other social-emotional competencies linked to student mental health and well-being, academic success, and college and career readiness. It includes 56 items that capture the totality of core adolescent psychological assets.

## **SURVEY ADMINISTRATION AND SAMPLING**

School staff administered the survey, following detailed instructions provided by CDE that were designed to assure the protection of all student and parental rights to privacy and to maintain confidentiality. Students were surveyed only with the consent of parents or guardians. Student participation was voluntary, anonymous, and confidential.

- Table A1.1 gives the target sample of students and the final number and percent of students who completed the survey (the participation response rate).
- Appendix I lists all the secondary schools in the district that were eligible to participate in the survey and the percentage of students enrolled in each of them that completed the survey (included in the district report).
- Appendix II provides detailed information about the survey content areas (included in the district report).

## **THE REPORT**

The survey results are reported in tables, organized by topic, that provide the percentages responding to each question response option by grade level. Because it is just as important to identify the positive behaviors of youth as it is to identify the risks they face, the tables reporting risk-behavior data include the percentages of youth who responded negatively (did not engage in the behavior).

### **Racial/Ethnic and Gender Results**

Summary tables provide key findings (e.g., safety, harassment, developmental supports, school connectedness) disaggregated by race/ethnic categories and gender (see Sections 9 and 10). Schools can request supplementary reports disaggregating all their CHKS results by the race/ethnicity or gender of students or by other demographic categories (see Next Steps below).

## **UNDERSTANDING THE DATA**

Care must be taken to understand the factors that can impact the quality, validity, and generalizability of the results, such as changes that occur in survey content, administration, and/or sample characteristics between administrations. The following are a few of the key issues that should be kept in mind. A more detailed discussion of these topics can be found in the *CHKS Guidebook to Data Use and Dissemination* (download [chks.wested.org/resources/chks\\_guidebook\\_3\\_datause.pdf](https://chks.wested.org/resources/chks_guidebook_3_datause.pdf)).

### **Sample Characteristics.**

Among the most important factors affecting the quality of survey results is the level and type of student participation. The validity and representativeness of the results will be adversely affected if the student response rate is lower than 70%. One indication of the survey's representativeness is how accurately the sample reflects the gender and ethnic composition of the student enrollment. Even if the response rate is low, the results provide an indication of what those students who did respond felt about the school and their experiences and behavior.

### **Changes Between Survey Administrations.**

Many factors besides real changes in behavior, attitudes, or experiences among students may account for changes in results from administration to administration. Changes may be due to differences over time in



the characteristics or size of the sample of students who completed the survey, changes in the questions themselves, or differences between time periods in which the survey was administered (e.g., some risk behaviors tend to increase as students age, or may increase during holidays or social events).

## RESOURCES

The CHKS website contains numerous guidebooks and other resources for using and understanding survey results.

- *CHKS Guidebook to Data Use and Dissemination* provides step-by-step instructions on how to interpret survey results and effectively disseminate them (download [chks.wested.org/resources/chks\\_guidebook\\_3\\_datause.pdf](https://chks.wested.org/resources/chks_guidebook_3_datause.pdf)).
- CHKS factsheets ([chks.wested.org/using-results/factsheets](https://chks.wested.org/using-results/factsheets)) analyze key topics at the state level, show how data variables are related, and offer suggestions for how data can be analyzed at the local level.
- *Making Sense of School Climate* provides a discussion of all the CalSCHLS survey items that relate to school climate (download [californiaS3.wested.org/resources/S3\\_schoolclimateguidebook\\_final.pdf](https://californiaS3.wested.org/resources/S3_schoolclimateguidebook_final.pdf)).
- *Helpful Resources for Local Control and Accountability Plans* ([chks.wested.org/resources/LCAP\\_Cal\\_SCHLS.pdf](https://chks.wested.org/resources/LCAP_Cal_SCHLS.pdf)) describes how survey items align with LCAP priorities and indicators. Also available is an LCAP-related PowerPoint presentation ([chks.wested.org/training-support/workshops-presentations](https://chks.wested.org/training-support/workshops-presentations)).
- The *School Climate Connection Newsletter* provides monthly announcements of resources, tools, webinars and workshops, and research. Sign up on the CHKS or CaliforniaS3 websites.
- CDE's **California Safe and Supportive Schools** website ([CaliforniaS3.wested.org](https://CaliforniaS3.wested.org)) contains a wealth of information and tools related to school climate improvement and social-emotional learning. It includes factsheets analyzing CalSCHLS data and *What Works Briefs* that provide guidance on strategies to implement.

## NEXT STEPS

Receiving this report is just a beginning step in a data-driven decision-making process of continuous improvement. The following describes some followup steps you should take and some custom services (additional fees apply) available from the CalSCHLS TA Center to help in fostering effective use of the results and provide additional information to support school and program improvement efforts and the LCAP process.

### Engage Students, Staff, and Parents in Reviewing the Results and Action Planning

First and foremost, engage students, staff, parents, and community stakeholders in reviewing and exploring the meaning of the results and obtain their input into how the school might better meet the identified needs and into the development of a detailed action plan. This communicates to stakeholders that you value their input into how to improve the schools and gives them an opportunity for meaningful participation. This helps enhance pupil engagement and parent involvement, two LCAP priorities. Their input, in turn, will help in identifying school needs and developing an effective response. It will also promote higher

rates of participation the next time the survey is administered, as stakeholders will see how the data has been used for positive purposes.

As part of this process, it is highly recommended that you conduct a structured *Listening to Students Workshop* in which you explore with students, as adults observe, the meaning of survey results and obtain their input on how to address the needs identified by the survey and school improvement in general. These workshops were found to be a highly effective in fostering school climate improvements as part of CDE's Safe and Supportive School Projects (see [CaliforniaS3.wested.org](http://CaliforniaS3.wested.org)). For more information, email [schoolclimate@wested.org](mailto:schoolclimate@wested.org).

### **Compare Results with Other Data**

The value of your CHKS results will be greatly enhanced if examined in the content of the following sources of related data.

- **Staff and Parent Surveys.** The results of this student survey should be compared to those obtained from the CalSCHLS surveys of school staff and parents. It is important to determine how consistent are student, staff, and parent perceptions and experiences. If you did not administer these companion surveys, consider doing so next time.
- **Elementary CHKS Results.** Examine how the results from 7<sup>th</sup>, 9<sup>th</sup>, and 11<sup>th</sup> graders compare with those from 5<sup>th</sup> graders on common indicators to see the developmental trajectory in the results and explore what programs at the elementary level might help mitigate problems that are evident among older students.
- **Other Data.** Examine how the results compare with other data typically collected by schools that relate to the variables assessed, such as discipline referrals, school demographic information, school vandalism costs, and behavioral observations in classrooms.

### **Data Workshop**

To assist in your review of the survey results, you can request the CalSCHLS TA Center to conduct a structured, customized Data Workshop. In this workshop, a survey specialist works with district stakeholders to promote better understanding of the results and to identify local needs that need to be addressed. The workshops can also include engaging stakeholders in developing a detailed Action Plan and timetable for meeting those needs using evidence-based strategies.

For more information, contact your CalSCHLS TA Center (call 888.841.7536) or email [schoolclimate@wested.org](mailto:schoolclimate@wested.org).

### **Request Additional Reports and Data**

As you review your data with stakeholders, you may find that additional data needs emerge. The following custom services (additional fees apply) are available through the CalSCHLS TA Center to help delve more deeply into your survey results and foster more effective use of the results in support of school and program improvement efforts and the LCAP process.

### **School Reports and School Climate Report Cards**

If the schools in the district vary significantly in demographics, programs, or other characteristics, consider requesting individual reports for each school (a fee applies). Two types of reports are available:

- A full report with all the survey results; and



- A short, user-friendly, graphic **School Climate Report Card** that provides results across eight domains of school climate and provides an overall **School Climate Index** score based on those domains. (View a sample report: visit [californiaS3.wested.org/resources/California\\_State\\_SCRC\\_1314.pdf](http://californiaS3.wested.org/resources/California_State_SCRC_1314.pdf)).

### **District School Climate Report Card**

For districts that survey all their schools, a district-level School Climate Report Card can be requested. This is a powerful, useful tool for guiding efforts to meet the school climate and pupil engagement priorities for the Local Control and Accountability Plan.

### **Disaggregated Reports**

The staff of the Regional TA Centers can produce full reports that look at how results vary by demographic subgroups (e.g., race/ethnicity as discussed above, or by youth who are low in academic motivation compared those who are high). This is particularly important given the LCAP requirement that districts identify and address the needs of underserved, vulnerable subgroups. This helps in understanding the meaning of the results and developing interventions that target groups most in need.

### **Analyze Dataset**

The complete dataset is available electronically for additional analysis (there is a small fee for preparation). The dataset enables analyses of patterns in the results, how they are interrelated, and how they vary by different subgroups of students and across schools within a district. You can also request an analysis from the CalSCHLS TA Center as a custom service.

### **Add Questions to Your Next Surveys**

Determine what additional information is needed from students to guide school improvement efforts and add questions to your next CHKS, staff, or parent surveys. All three surveys are designed so that schools can add additional questions to help them conduct a more individualized and comprehensive assessment.

**Exhibit 1*****Major School-related Domains and Constructs Assessed by CalSCHLS in Secondary Schools***

	Student Core	Student School Climate	Student Social Emotional Health	Staff Survey	Parent Survey
<b>Student Well-Being</b>					
Academic mindset			✓		
Academic motivation	✓	✓		✓	✓
Academic performance (grades)	✓				
Alcohol, tobacco, and drug use	✓			✓	✓
Attendance (absences, truancy, reasons absent)	✓			✓	
Behavioral self-control			✓		
Collaboration			✓		
Emotional self-regulation			✓		
Empathy			✓		
Gratitude			✓		
Optimism			✓		
Perceived safety	✓			✓	✓
Persistence			✓		
Problem Solving			✓		
School connectedness	✓				
Self-awareness			✓		
Self-efficacy			✓		
Social-emotional competencies and health			✓	✓	
Social emotional distress			✓		
Violence and victimization (bullying)	✓			✓	✓
Zest			✓		
<b>School Climate</b>					
Academic rigor and norms				✓	✓
College and career supports		✓		✓	✓
Family support			✓		
High expectations	✓			✓	✓
Meaningful participation and decision-making	✓			✓	✓
Parent involvement	✓			✓	✓
Quality of physical environment	✓	✓		✓	✓
Relationships among staff				✓	
Relationships among students		✓	✓	✓	✓
Relationships between students and staff	✓			✓	✓
Respect for diversity and cultural sensitivity		✓		✓	✓
Teacher and other supports for learning		✓		✓	✓
<b>School Climate Improvement Practices</b>					
Bullying prevention		✓		✓	✓
Discipline and order (policies, enforcement)		✓		✓	✓
Services and policies to address student needs				✓	
Social-emotional/behavioral supports		✓		✓	✓
Staff supports				✓	

## **ACKNOWLEDGMENTS**

The CHKS and this report were developed by WestEd, in collaboration with Duerr Evaluation Resources, under contract from the California Department of Education Coordinated School Health and Safety Office. For more information, call the toll-free helpline at 888.841.7536, or visit the website at [chks.wested.org](http://chks.wested.org).

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California Department of Education

# Survey Module Administration

**Table 1**

***CHKS Survey Modules Administered***

Survey Module	Administered
A. Core (Required)	X
B. Alcohol and Other Drugs (AOD) Module	
C. Building Healthy Communities (BHC) Module	
D. Cal-Well Module	
E. Closing the Achievement Gap (CTAG) Module	
F. District Afterschool Module (DASM)	
G. Drug Free Communities (DFC) Module	
H. Gang Risk Awareness Module	
I. Gender & Sex-Based Harassment Module	
J. Military Connected School Module	
K. Physical Health & Nutrition Module	
L. Resilience & Youth Development Module	
M. Safety & Violence Module	
N. School Climate Module	
O. Sexual Behavior Module	
P. Social Emotional Health Module	
Q. Tobacco Module	
Z. Custom Questions	

# Core Module Results

## 1. Survey Sample

**Table A1.1**

***Student Sample for Core Module***

	Grade 7	Grade 9	Grade 11	NT <sup>A</sup>
<b><i>Student Sample Size</i></b>				
Target sample	336	242	237	61
Final number	272	242	229	48
<b>Response Rate</b>	81%	100%	97%	79%

*Note: <sup>A</sup>NT includes continuation, community day, and other alternative school types.*

## 2. Summary of Key Indicators

**Table A2.1**

**Key Indicators of School Climate and Student Well-Being**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
<b>School Engagement and Supports</b>					
School connectedness <sup>†</sup>	19	12	10	29	A4.6
Academic motivation <sup>†</sup>	35	32	19	23	A4.6
Chronic truancy (twice a month or more often) <sup>§</sup>	4	6	9	11	A4.2
Caring adult relationships <sup>†</sup>	24	21	21	46	A4.5
High expectations <sup>†</sup>	40	29	27	52	A4.5
Meaningful participation <sup>†</sup>	12	9	10	5	A4.5
Facilities upkeep	14	3	4	38	A4.13
<b>School Safety and Substance Use</b>					
School perceived as very safe or safe	52	55	57	67	A5.1
Experienced any harassment or bullying <sup>§</sup>	49	39	30	28	A5.2
Had mean rumors or lies spread about you <sup>§</sup>	41	33	27	35	A5.3
Been afraid of being beaten up <sup>§</sup>	28	16	9	4	A5.4
Been in a physical fight <sup>§</sup>	22	11	8	7	A5.4
Seen a weapon on campus <sup>§</sup>	23	15	12	11	A5.6
Been drunk or “high” on drugs at school, ever	4	8	11	34	A6.9
<b>Mental and Physical Health</b>					
Current alcohol or drug use <sup>¶</sup>	10	17	19	52	A6.5
Current binge drinking <sup>¶</sup>	1	5	5	22	A6.5
Very drunk or “high” 7 or more times	2	6	13	60	A6.7
Current cigarette smoking <sup>¶</sup>	1	1	1	11	A7.3
Current electronic cigarette use <sup>¶</sup>	4	6	7	18	A7.3
Experienced chronic sadness/hopelessness <sup>§</sup>	34	41	35	63	A8.4
Considered suicide <sup>§</sup>	na	21	19	30	A8.5

Notes: Cells are empty if there are less than 10 respondents.

<sup>†</sup>Average percent of respondents reporting “Strongly agree.”

<sup>‡</sup>Average percent of respondents reporting “Very much true.”

<sup>§</sup>Past 12 months.

<sup>¶</sup>Past 30 days.

na—Not asked of middle school students.

### 3. Demographics

**Table A3.1**

***Gender of Sample***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Male	48	50	52	56
Female	52	50	48	44

*Question HS/MS A.3: What is your sex?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.2**

***Hispanic or Latino***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	67	70	73	58
Yes	33	30	27	42

*Question HS/MS A.5: Are you of Hispanic or Latino origin?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.3**

***Race***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
American Indian or Alaska Native	3	3	2	5
Asian	7	8	8	7
Black or African American	8	10	13	7
Native Hawaiian or Pacific Islander	2	0	3	0
White	28	38	35	32
Mixed (two or more) races	52	41	39	50

*Question HS/MS A.6: What is your race?*

*Note: Cells are empty if there are less than 10 respondents.*



**Table A3.4**  
***Living Situation***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
A home with one or more parent or guardian	87	94	94	81
Other relative's home	3	2	1	6
A home with more than one family	3	3	3	6
Friend's home	0	0	0	0
Foster home, group care, or waiting placement	1	0	0	0
Hotel or motel	0	0	0	0
Shelter, car, campground, or other transitional or temporary housing	0	0	0	0
Other living arrangement	5	0	3	6

*Question HS/MS A.8: What best describes where you live? A home includes a house, apartment, trailer, or mobile home.*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.5**  
***Highest Education of Parents***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Did not finish high school	4	10	12	33
Graduated from high school	18	19	24	17
Attended college but did not complete four-year degree	9	22	20	13
Graduated from college	38	33	32	23
Don't know	30	16	12	15

*Question HS/MS A.9: What is the highest level of education your parents or guardians completed? (Mark the educational level of the parent or guardian who went the furthest in school.)*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.6*****Free or Reduced Price Meals Eligibility***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	33	38	45	17
Yes	48	52	50	72
Don't know	19	11	5	11

*Question HS/MS A.10: Do you receive free or reduced-price lunches at school? (Receiving free or reduced-price lunches means that lunch at school is provided to you for free or you pay less for it.)*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.7*****Participation in Migrant Education Program, Past 3 Years***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	62	88	90	77
Yes	2	0	1	4
Don't know	37	12	9	19

*Question HS/MS A.11: In the past three years, were you part of the Migrant Education Program or did your family move to find seasonal or temporary work in agriculture or fishing?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.8*****Language Spoken at Home***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
English	73	73	73	85
Spanish	10	11	12	13
Mandarin	0	0	1	0
Cantonese	0	0	0	0
Taiwanese	0	0	0	0
Tagalog	3	1	0	0
Vietnamese	1	0	0	0
Korean	0	0	0	0
Other	13	16	13	2

*Question HS/MS A.12: What language is spoken most of the time in your home?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.9**  
**English Language Proficiency – All Students**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>How well do you... understand English?</b>				
Very well	90	92	96	94
Well	10	8	4	6
Not well	0	0	0	0
Not at all	0	0	0	0
<b>speak English?</b>				
Very well	84	89	91	94
Well	15	11	8	6
Not well	0	0	1	0
Not at all	1	0	0	0
<b>read English?</b>				
Very well	82	88	90	81
Well	17	11	9	19
Not well	1	1	0	0
Not at all	0	0	0	0
<b>write English?</b>				
Very well	79	81	86	69
Well	18	18	13	31
Not well	3	0	1	0
Not at all	0	0	0	0
<b>English Language Proficiency Status</b>				
Proficient	79	86	89	79
Not proficient	21	14	11	21

*Question HS/MS A.13-16: How well do you understand, speak, read, and write English?... Understand English... Speak English... Read English... Write English.*

*Notes: Cells are empty if there are less than 10 respondents.*

*English Language Proficiency was determined by creating a scale score using four survey questions - how well do you understand... speak... read... and write English. Response options are reverse coded so higher values indicate higher English proficiency level ("Not at all" (1); "Not well" (2); "Well" (3); and "Very well" (4)). The scale score was computed by averaging the survey responses. Respondents are categorized as "Proficient" or "Not Proficient" based on the English language proficiency scale.*

*Proficient: students with average item response > 3.5; and*

*Not Proficient: students with average item response ≤ 3.5.*

**Table A3.10****English Language Proficiency – Students Speaking a Language Other Than English at Home**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>How well do you...</b>				
<b>understand English?</b>				
Very well	82	89	90	
Well	17	11	10	
Not well	1	0	0	
Not at all	0	0	0	
<b>speak English?</b>				
Very well	71	82	85	
Well	27	18	12	
Not well	0	0	3	
Not at all	1	0	0	
<b>read English?</b>				
Very well	79	80	82	
Well	18	19	18	
Not well	3	2	0	
Not at all	0	0	0	
<b>write English?</b>				
Very well	67	69	77	
Well	32	30	22	
Not well	1	2	2	
Not at all	0	0	0	
<b>English Language Proficiency Status</b>				
Proficient	69	78	82	
Not proficient	31	22	18	

*Question HS/MS A.13-16: What language is spoken most of the time in your home?... How well do you understand, speak, read, and write English?... Understand English... Speak English... Read English... Write English.*

*Notes: Cells are empty if there are less than 10 respondents.*

*English Language Proficiency was determined by creating a scale score using four survey questions - how well do you understand... speak... read... and write English. Response options are reverse coded so higher values indicate higher English proficiency level ("Not at all" (1); "Not well" (2); "Well" (3); and "Very well" (4)). The scale score was computed by averaging the survey responses. Respondents are categorized as "Proficient" or "Not Proficient" based on the English language proficiency scale.*

*Proficient: students with average item response > 3.5; and*

*Not Proficient: students with average item response ≤ 3.5.*

**Table A3.11*****Number of Days Attending Afterschool Program***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 days	70	74	73	85
1 day	8	9	6	0
2 days	6	5	6	0
3 days	4	3	3	10
4 days	6	2	3	0
5 days	6	7	8	4

*Question HS/MS A.17: How many days a week do you usually go to your school's afterschool program?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.12*****Military Connections***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	89	92	94	98
Yes	7	5	5	0
Don't know	4	3	1	2

*Question HS A.128/MS A.117: Is your father, mother, or guardian currently in the military (Army, Navy, Marines, Air Force, National Guard, or Reserves)?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.13*****Sexual Orientation***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Straight (not gay)	82	85	79	67
Gay or Lesbian	2	2	4	0
Bisexual	6	6	9	15
I am not sure yet	5	3	2	4
Something else	1	3	3	2
Decline to respond	5	1	4	11

*Question HS A.129/MS A.118: Which of the following best describes you?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A3.14*****Gender Identity***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No, I am not transgender	93	97	95	98
Yes, I am transgender	2	1	1	0
I am not sure if I am transgender	2	1	2	0
Decline to respond	3	1	2	2

*Question HS A.130/MS A.119: Some people describe themselves as transgender when their sex at birth does not match the way they think or feel about their gender. Are you transgender?*

*Note: Cells are empty if there are less than 10 respondents.*

## 4. School Performance, Supports, and Engagement

**Table A4.1**

***Grades, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Mostly A's	17	16	8	4
A's and B's	25	31	29	23
Mostly B's	5	10	11	13
B's and C's	23	26	32	17
Mostly C's	6	5	11	15
C's and D's	14	10	8	13
Mostly D's	3	3	0	6
Mostly F's	6	0	0	10

*Question HS/MS A.18: During the past 12 months, how would you describe the grades you mostly received in school?*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A4.2**

***Truancy, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 times	73	69	65	68
1-2 times	12	12	15	4
A few times	10	12	10	17
Once a month	0	1	0	0
Twice a month	2	1	3	2
Once a week	1	2	3	0
More than once a week	2	3	4	9

*Question HS/MS A.21: During the past 12 months, about how many times did you skip school or cut classes?*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A4.3*****Absences, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
I did not miss any days of school in the past 30 days	44	45	40	19
1 day	22	18	25	13
2 days	16	20	18	27
3 or more days	18	17	17	42

*Question HS/MS A.19: In the past 30 days, how often did you miss an entire day of school for any reason?*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A4.4*****Reasons for Absence, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Does not apply; I didn't miss any school	43	41	37	23
Illness (feeling physically sick), including problems with breathing or your teeth	39	43	46	62
Were being bullied or mistreated at school	4	1	0	0
Felt very sad, hopeless, anxious, stressed, or angry	8	9	11	21
Didn't get enough sleep	12	16	18	36
Didn't feel safe at school or going to and from school	2	3	2	0
Had to take care of or help a family member or friend	6	7	8	17
Wanted to spend time with friends	0	3	2	0
Use alcohol or drugs	0	0	1	0
Were behind in schoolwork or weren't prepared for a test or class assignment	2	6	15	9
Were bored or uninterested in school	3	7	7	6
Had no transportation to school	5	4	5	11
Other reason	17	13	13	19

*Question HS/MS A.20: In the past 30 days, did you miss a day of school for any of the following reasons? (Mark All That Apply.)*

*Notes: Cells are empty if there are less than 10 respondents. Total percentages may exceed 100% for "mark all that apply" items.*



**Table A4.5*****School Environment Scales (Developmental Supports)***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
<b>Total school supports</b>					
<i>Average Reporting "Very much true"</i>	26	20	19	35	
High	27	20	21	39	
Moderate	48	48	51	48	
Low	25	32	28	13	
<b>Caring adults in school</b>					
<i>Average Reporting "Very much true"</i>	24	21	21	46	A4.7
High	27	23	25	51	
Moderate	52	57	59	43	
Low	20	20	16	6	
<b>High expectations-adults in school</b>					
<i>Average Reporting "Very much true"</i>	40	29	27	52	A4.8
High	46	36	30	57	
Moderate	41	49	55	36	
Low	12	14	15	6	
<b>Meaningful participation at school</b>					
<i>Average Reporting "Very much true"</i>	12	9	10	5	A4.9
High	9	6	8	7	
Moderate	37	27	36	26	
Low	54	66	57	67	

*Notes: Cells are empty if there are less than 10 respondents.*

*Table numbers refer to tables with item-level results for the survey questions that comprise each scale.*

**Table A4.6*****School Connectedness, Academic Motivation, and Parent Involvement Scales***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
<b>School Connectedness</b>					
<i>Average Reporting "Strongly agree"</i>	19	12	10	29	A4.10
High	41	43	33	57	
Moderate	44	48	55	40	
Low	15	9	12	2	
<b>Academic Motivation</b>					
<i>Average Reporting "Strongly agree"</i>	35	32	19	23	A4.11
High	34	31	15	23	
Moderate	38	47	54	32	
Low	28	22	30	45	
<b>Parent Involvement in School</b>					
<i>Average Reporting "Strongly agree"</i>	16	9	6	28	A4.12
High	32	27	16	53	
Moderate	40	45	50	43	
Low	28	28	34	4	

*Notes: Cells are empty if there are less than 10 respondents.*

*Table numbers refer to tables with item-level results for the survey questions that comprise each scale.*

**Table A4.7*****Caring Relationships Scale Questions***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Caring adults in school</b>				
<i>Average Reporting "Very much true"</i>	24	21	21	46
<b><i>At my school, there is a teacher or some other adult... who really cares about me.</i></b>				
Not at all true	14	17	12	9
A little true	37	34	29	9
Pretty much true	29	30	38	40
Very much true	20	18	20	43
<b><i>who notices when I'm not there.</i></b>				
Not at all true	22	17	19	2
A little true	26	37	27	17
Pretty much true	26	25	33	34
Very much true	26	21	21	47
<b><i>who listens to me when I have something to say.</i></b>				
Not at all true	15	13	9	7
A little true	26	28	27	13
Pretty much true	31	35	41	30
Very much true	28	23	23	50

*Question HS/MS A.35, 37, 39: At my school, there is a teacher or some other adult... who really cares about me...  
who notices when I am not there... who listens to me when I have something to say.*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A4.8**

***High Expectations Scale Questions***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>High expectations-adults in school</b>				
<i>Average Reporting "Very much true"</i>	40	29	27	52
<b><i>At my school, there is a teacher or some other adult... who tells me when I do a good job.</i></b>				
Not at all true	12	12	14	2
A little true	24	27	26	15
Pretty much true	32	40	36	34
Very much true	32	22	24	49
<b><i>who always wants me to do my best.</i></b>				
Not at all true	7	6	8	2
A little true	20	26	23	15
Pretty much true	24	33	40	28
Very much true	49	35	29	55
<b><i>who believes that I will be a success.</i></b>				
Not at all true	14	12	12	4
A little true	22	28	23	17
Pretty much true	26	29	38	26
Very much true	39	31	27	52

*Question HS/MS A.36, 38, 40: At my school, there is a teacher or some other adult... who tells me when I do a good job... who always wants me to do my best... who believes that I will be a success.*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A4.9*****Meaningful Participation Scale Questions***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Meaningful participation at school</b>				
<i>Average Reporting "Very much true"</i>	12	9	10	5
<b><i>At school...</i></b>				
<b>I do interesting activities.</b>				
Not at all true	19	21	18	24
A little true	29	35	31	43
Pretty much true	26	24	28	24
Very much true	26	20	22	9
<b>I help decide things like class activities or rules.</b>				
Not at all true	48	64	53	52
A little true	30	23	26	37
Pretty much true	14	9	13	9
Very much true	8	5	9	2
<b>I do things that make a difference.</b>				
Not at all true	28	40	34	52
A little true	39	40	42	28
Pretty much true	21	11	17	15
Very much true	12	9	7	4
<b>I have a say in how things work.</b>				
Not at all true	49	54	48	59
A little true	26	29	30	28
Pretty much true	16	12	14	9
Very much true	9	5	8	4
<b>I help decide school activities or rules.</b>				
Not at all true	69	78	67	67
A little true	19	13	21	22
Pretty much true	7	5	6	4
Very much true	4	3	6	7

*Question HS/MS A.41-45: At school... I do interesting activities... I help decide things like class activities or rules... I do things that make a difference... I have a say in how things work... I help decide school activities or rules.*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A4.10*****School Connectedness Scale Questions***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>School Connectedness</b>				
<i>Average Reporting "Strongly agree"</i>	19	12	10	29
<b>I feel close to people at this school.</b>				
Strongly disagree	5	5	4	8
Disagree	6	9	14	15
Neither disagree nor agree	22	26	30	29
Agree	41	48	40	31
Strongly agree	26	13	12	17
<b>I am happy to be at this school.</b>				
Strongly disagree	9	7	7	2
Disagree	10	9	10	9
Neither disagree nor agree	26	31	37	32
Agree	34	39	36	30
Strongly agree	21	14	9	28
<b>I feel like I am part of this school.</b>				
Strongly disagree	14	6	8	4
Disagree	10	11	15	6
Neither disagree nor agree	26	32	31	23
Agree	35	41	36	40
Strongly agree	16	10	11	26
<b>The teachers at this school treat students fairly.</b>				
Strongly disagree	11	4	6	0
Disagree	18	11	9	0
Neither disagree nor agree	28	33	30	13
Agree	28	42	45	45
Strongly agree	14	10	10	43
<b>I feel safe in my school.</b>				
Strongly disagree	8	5	5	2
Disagree	14	6	7	2
Neither disagree nor agree	24	29	35	23
Agree	37	51	44	43
Strongly agree	18	10	8	30

*Question HS/MS A.22-26: How strongly do you agree or disagree with the following statements?... I feel close to people at this school... I am happy to be at this school... I feel like I am part of this school... The teachers at this school treat students fairly... I feel safe in my school.*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A4.11**

***Academic Motivation Scale Questions***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Academic Motivation</b>				
<i>Average Reporting "Strongly agree"</i>	35	32	19	23
<b>I try hard to make sure that I am good at my schoolwork.</b>				
Strongly disagree	4	2	2	0
Disagree	6	4	7	4
Neither disagree nor agree	11	12	16	30
Agree	33	43	49	32
Strongly agree	47	39	26	34
<b>I try hard at school because I am interested in my work.</b>				
Strongly disagree	10	7	6	4
Disagree	17	8	18	17
Neither disagree nor agree	25	30	30	43
Agree	27	32	33	23
Strongly agree	21	22	12	13
<b>I work hard to try to understand new things at school.</b>				
Strongly disagree	4	3	3	2
Disagree	10	3	10	4
Neither disagree nor agree	18	23	25	38
Agree	38	43	47	36
Strongly agree	29	28	15	19
<b>I am always trying to do better in my schoolwork.</b>				
Strongly disagree	3	3	2	0
Disagree	4	2	7	4
Neither disagree nor agree	14	16	19	38
Agree	35	40	50	32
Strongly agree	44	39	22	26

*Question HS/MS A.31-34: How strongly do you agree or disagree with the following statements?... I try hard to make sure that I am good at my schoolwork... I try hard at school because I am interested in my work... I work hard to try to understand new things at school... I am always trying to do better in my schoolwork.*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A4.12*****Parent Involvement Scale Questions***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Parent Involvement in School</b>				
<i>Average Reporting "Strongly agree"</i>	16	9	6	28
<b>Teachers at this school communicate with parents about what students are expected to learn in class.</b>				
Strongly disagree	9	8	6	2
Disagree	17	17	27	2
Neither disagree nor agree	29	33	41	23
Agree	28	33	20	40
Strongly agree	17	9	5	32
<b>Parents feel welcome to participate at this school.</b>				
Strongly disagree	9	1	7	2
Disagree	9	9	9	2
Neither disagree nor agree	37	49	49	44
Agree	30	30	28	29
Strongly agree	16	10	7	22
<b>School staff takes parent concerns seriously.</b>				
Strongly disagree	9	5	9	0
Disagree	14	11	11	2
Neither disagree nor agree	32	42	47	19
Agree	29	32	27	49
Strongly agree	15	9	5	30

*Question HS/MS A.28-30: How strongly do you agree or disagree with the following statements?... Teachers at this school communicate with parents about what students are expected to learn in class... Parents feel welcome to participate at this school... School staff takes parent concerns seriously.*

*Notes: Cells are empty if there are less than 10 respondents.*



**Table A4.13*****Quality of School Physical Environment***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>My school is usually clean and tidy.</b>				
Strongly disagree	10	8	10	0
Disagree	16	18	22	2
Neither disagree nor agree	28	33	33	15
Agree	31	38	31	45
Strongly agree	14	3	4	38

*Question HS/MS A.27: How strongly do you agree or disagree with the following statements?... My school is usually clean and tidy.*

*Notes: Cells are empty if there are less than 10 respondents.*

## 5. School Violence, Victimization, and Safety

**Table A5.1**

***Perceived Safety at School***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Very safe	12	10	11	30
Safe	40	45	46	37
Neither safe nor unsafe	36	38	36	28
Unsafe	8	5	4	2
Very unsafe	4	2	3	2

*Question HS A.99/MS A.88: How safe do you feel when you are at school?*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A5.2*****Reasons for Harassment on School Property, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Race, ethnicity, or national origin</b>				
0 times	74	82	84	91
1 time	11	5	6	2
2 or more times	15	13	10	7
<b>Religion</b>				
0 times	86	93	93	96
1 time	5	4	4	2
2 or more times	9	3	3	2
<b>Gender (being male or female)</b>				
0 times	87	92	96	93
1 time	7	3	0	4
2 or more times	7	5	4	2
<b>Because you are gay or lesbian or someone thought you were</b>				
0 times	81	92	92	91
1 time	5	2	4	2
2 or more times	13	7	5	7
<b>A physical or mental disability</b>				
0 times	91	96	97	98
1 time	3	1	2	0
2 or more times	6	3	0	2
<b>You are an immigrant or someone thought you were</b>				
0 times	93	93	96	96
1 time	3	2	2	2
2 or more times	5	5	2	2
<b><i>Any of the above six reasons</i></b>	43	27	26	17

*Question HS A.115-120/MS A.105-110: During the past 12 months, how many times on school property were you harassed or bullied for any of the following reasons?... Your race, ethnicity, or national origin... Your religion... Your gender... Because you are gay or lesbian or someone thought you were... A physical or mental disability... You are an immigrant or someone thought you were.*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A5.2*****Reasons for Harassment on School Property, Past 12 Months – Continued***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Any other reason</b>				
0 times	73	78	87	80
1 time	10	8	5	2
2 or more times	16	14	8	17
<b>Any harassment</b>	49	39	30	28

*Question HS A.115-121/MS A.105-111: During the past 12 months, how many times on school property were you harassed or bullied for any of the following reasons?... Your race, ethnicity, or national origin... Your religion... Your gender... Because you are gay or lesbian or someone thought you were... A physical or mental disability... You are an immigrant or someone thought you were... Any other reason.*

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A5.3**

***Verbal Harassment at School, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b><i>During the past 12 months, how many times on school property have you...</i></b>				
<b>had mean rumors or lies spread about you?</b>				
0 times	59	67	73	65
1 time	17	15	9	15
2 to 3 times	8	8	8	13
4 or more times	16	10	9	7
<b>had sexual jokes, comments, or gestures made to you?</b>				
0 times	60	63	72	73
1 time	13	15	8	4
2 to 3 times	10	7	6	9
4 or more times	16	14	13	13
<b>been made fun of because of your looks or the way you talk?</b>				
0 times	52	62	76	73
1 time	18	14	6	4
2 to 3 times	10	12	7	2
4 or more times	20	12	11	20
<b>been made fun of, insulted, or called names?</b>				
0 times	48	61	76	73
1 time	11	14	7	2
2 to 3 times	14	11	5	9
4 or more times	26	15	12	16

*Question HS A.103-105, 114/MS A.93-95, 104: During the past 12 months, how many times on school property have you... had mean rumors or lies spread about you... had sexual jokes, comments, or gestures made to you... been made fun of because of your looks or the way you talk... been made fun of, insulted, or called names?*

*Notes: Cells are empty if there are less than 10 respondents.*

Table A5.4

**Violence and Victimization on School Property, Past 12 Months**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>During the past 12 months, how many times on school property have you...</b>				
<b>been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?</b>				
0 times	65	80	89	89
1 time	14	8	6	9
2 to 3 times	9	5	2	2
4 or more times	12	7	3	0
<b>been afraid of being beaten up?</b>				
0 times	72	84	91	96
1 time	16	10	6	2
2 to 3 times	5	4	1	2
4 or more times	8	2	2	0
<b>been threatened with harm or injury?</b>				
0 times	83	87	93	96
1 time	9	7	3	4
2 to 3 times	5	2	2	0
4 or more times	3	3	3	0
<b>been in a physical fight?</b>				
0 times	78	89	92	93
1 time	10	6	4	2
2 to 3 times	8	4	3	4
4 or more times	4	2	0	0
<b>been threatened or injured with a weapon (gun, knife, club, etc.)?</b>				
0 times	92	95	96	98
1 time	4	3	0	0
2 to 3 times	3	1	2	0
4 or more times	1	0	1	2
<b>been offered, sold, or given an illegal drug?</b>				
0 times	87	78	84	87
1 time	6	9	7	2
2 to 3 times	5	8	5	2
4 or more times	3	5	4	9

Question HS A.100-102, 107, 111, 113/MS A.90-92, 97, 101, 103: During the past 12 months, how many times on school property have you... been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around... been afraid of being beaten up... been in a physical fight... been offered, sold, or given an illegal drug... been threatened or injured with a weapon (gun, knife, club, etc.) ... been threatened with harm or injury?

Note: Cells are empty if there are less than 10 respondents.



**Table A5.5*****Property Damage on School Property, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Had your property stolen or deliberately damaged</b>				
0 times	74	80	86	93
1 time	13	14	7	2
2 to 3 times	5	4	3	0
4 or more times	8	2	4	4
<b>Damaged school property on purpose</b>				
0 times	91	97	95	98
1 time	7	2	3	0
2 to 3 times	1	0	1	2
4 or more times	2	1	0	0

*Question HS A.106, 108/MS A.96, 98: During the past 12 months, how many times on school property have you... had your property stolen or deliberately damaged, such as your car, clothing, or books... damaged school property on purpose?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A5.6*****Weapons Possession on School Property, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Carried a gun</b>				
0 times	98	98	99	100
1 time	0	1	0	0
2 to 3 times	0	0	0	0
4 or more times	1	1	1	0
<b>Carried any other weapon (such as a knife or club)</b>				
0 times	92	94	95	96
1 time	4	2	2	2
2 to 3 times	2	2	1	0
4 or more times	2	2	1	2
<b>Seen someone carrying a gun, knife, or other weapon</b>				
0 times	77	85	88	89
1 time	14	6	7	11
2 to 3 times	4	5	2	0
4 or more times	5	4	2	0

*Question HS A.109, 110, 112/MS A.99, 100, 102: During the past 12 months, how many times on school property have you... carried a gun... carried any other weapon (such as a knife or club)... seen someone carrying a gun, knife, or other weapon?*

*Note: Cells are empty if there are less than 10 respondents.*

## 6. Alcohol and Other Drug Use

**Table A6.1**

***Summary Measures of Level of AOD Use and Perceptions***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
Lifetime illicit AOD use to get “high” <sup>†</sup>	24	34	44	85	A6.2
Lifetime alcohol or drugs (any use)	24	38	47	85	A6.2
Lifetime very drunk or high (7 or more times)	2	6	13	60	A6.7
Lifetime drinking and driving involvement	31	15	13	35	A6.11
Current alcohol or drugs	10	17	19	52	A6.5
Current heavy drug uses	3	5	8	39	A6.5
Current heavy alcohol use (binge drinking)	1	5	5	22	A6.5
Current alcohol or drug use on school property	4	4	4	7	A6.8
Harmfulness of occasional marijuana use <sup>‡</sup>	35	30	24	20	A6.12
Difficulty of obtaining marijuana <sup>§</sup>	13	6	6	2	A6.13

*Notes: Cells are empty if there are less than 10 respondents.*

<sup>†</sup>*Excludes prescription pain medication, Diet Pills, and prescription stimulant.*

<sup>‡</sup>*Great harm.*

<sup>§</sup>*Very difficult.*

**Table A6.2**  
**Summary of AOD Lifetime Use**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol	17	30	34	72
Marijuana	10	19	32	80
Inhalants	7	2	1	2
Cocaine, Methamphetamine, or any amphetamines	na	2	0	15
Heroin	na	1	0	0
Ecstasy, LSD, or other psychedelics	na	3	2	24
Prescription pain killers, Diet Pills, or other prescription stimulant	na	13	11	34
Cold/Cough Medicines or other over-the-counter medicines to get "high"	na	6	6	24
Any other drug, pill, or medicine to get "high"	3	2	3	15
<b>Any of the above AOD use</b>	<b>24</b>	<b>38</b>	<b>47</b>	<b>85</b>
<b>Any illicit AOD use to get "high"<sup>†</sup></b>	<b>24</b>	<b>34</b>	<b>44</b>	<b>85</b>

Notes: Cells are empty if there are less than 10 respondents.

<sup>†</sup>Excludes prescription pain medication, Diet Pills, and prescription stimulant.

na—Not asked of middle school students.

**Table A6.3**  
**Lifetime AOD Use**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Alcohol (one full drink)</b>				
0 times	83	70	66	28
1 time	10	9	6	11
2 to 3 times	5	10	8	13
4 or more times	2	11	19	49
<b>Marijuana (smoke, vape, eat, or drink)</b>				
0 times	90	81	68	20
1 time	4	5	7	11
2 to 3 times	2	6	6	4
4 or more times	5	8	19	65
<b>Inhalants</b>				
0 times	93	98	99	98
1 time	3	1	0	0
2 to 3 times	1	0	1	0
4 or more times	3	0	0	2
<b>Cocaine, Methamphetamine, or any amphetamines</b>				
0 times	na	98	100	85
1 time	na	1	0	9
2 to 3 times	na	0	0	2
4 or more times	na	0	0	4
<b>Heroin</b>				
0 times	na	99	100	100
1 time	na	0	0	0
2 to 3 times	na	0	0	0
4 or more times	na	0	0	0
<b>Ecstasy, LSD, or other psychedelics</b>				
0 times	na	97	98	76
1 time	na	0	1	11
2 to 3 times	na	2	0	2
4 or more times	na	0	1	11

*Question HS A.49-52, 54, 55/MS A.50-52: During your life, how many times have you used the following? One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)... Marijuana (smoke, vape, eat, or drink)... Inhalants (things you sniff, huff, or breathe to get "high" such as glue, paint, aerosol sprays, gasoline, poppers, gases)... Cocaine, Methamphetamine, or any amphetamines (meth, speed, crystal, crank, ice)... Heroin... Ecstasy, LSD, or other psychedelics (acid, mescaline, peyote, mushrooms).*

*Notes: Cells are empty if there are less than 10 respondents.*

*na—Not asked of middle school students.*

**Table A6.3*****Lifetime AOD Use – Continued***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Prescription pain medication or opioids, tranquilizers, or sedatives</b>				
0 times	na	92	92	72
1 time	na	3	2	4
2 to 3 times	na	2	2	11
4 or more times	na	3	3	13
<b>Diet Pills</b>				
0 times	na	95	98	98
1 time	na	1	0	0
2 to 3 times	na	0	0	0
4 or more times	na	3	2	2
<b>Ritalin™ or Adderall™ or other prescription stimulant</b>				
0 times	na	98	99	79
1 time	na	0	1	9
2 to 3 times	na	0	0	4
4 or more times	na	2	0	9
<b>Cold/Cough Medicines or other over-the-counter medicines to get “high”</b>				
0 times	na	94	94	76
1 time	na	3	1	4
2 to 3 times	na	3	3	7
4 or more times	na	1	2	13
<b>Any other drug, pill, or medicine to get “high” or for other than medical reasons</b>				
0 times	97	98	97	85
1 time	2	0	0	2
2 to 3 times	1	0	1	4
4 or more times	1	1	2	9

Question HS A.56-60/MS A.54: During your life, how many times have you used the following?... Prescription pain medication or opioids (Vicodin™, OxyContin™, Percodan™, Lortab™), tranquilizers, or sedatives (Xanax™, Ativan™)... Diet Pills (Didrex, Dexedrine, Zinadrine, Skittles, M&M's)... Ritalin™ or Adderall™ or other prescription stimulant... Cold/Cough Medicines or other over-the-counter medicines to get “high”... Any other drug, pill, or medicine to get “high” or for other than medical reasons.

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle school students.

**Table A6.4*****Lifetime Marijuana Consumption***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b><i>During your life, how many times have you used marijuana in any of the following ways...</i></b>				
<b>Smoke it?</b>				
0 times	92	80	71	22
1 time	3	7	6	7
2 to 3 times	1	4	5	4
4 or more times	4	9	18	67
<b>In an electronic or e-cigarette or other vaping device?</b>				
0 times	90	87	86	67
1 time	4	3	6	2
2 to 3 times	3	4	2	4
4 or more times	3	5	6	26
<b>Eat or drink it in products made with marijuana?</b>				
0 times	96	88	82	35
1 time	1	5	6	15
2 to 3 times	2	4	6	4
4 or more times	1	3	6	46

*Question HS A.64-66/MS A.58-60: During your life, how many times have you used marijuana in any of the following ways... Smoke it?... In an electronic or e-cigarette or other vaping device?... Eat or drink it in products made with marijuana?*

*Note: Cells are empty if there are less than 10 respondents.*



**Table A6.5*****Current AOD Use, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (one or more drinks of alcohol)	6	13	12	40
Binge drinking (5 or more drinks in a row)	1	5	5	22
Marijuana (smoke, vape, eat, or drink)	6	8	15	42
Inhalants	2	0	0	0
Prescription drugs to get “high” or for reasons other than prescribed	na	1	1	2
Other drug, pill, or medicine to get “high” or for reasons other than medical	1	1	1	9
<b><i>Any drug use</i></b>	7	10	15	42
<b><i>Heavy drug use</i></b>	3	5	8	39
<b><i>Any AOD Use</i></b>	10	17	19	52
Two or more substances at the same time	na	2	3	11

*Question HS A.70-76/MS A.64-68: During the past 30 days, on how many days did you use... one or more drinks of alcohol... five or more drinks of alcohol in a row, that is, within a couple of hours... marijuana (smoke, vape, eat, or drink)... inhalants (things you sniff, huff, or breathe to get “high”)... prescription drugs to get “high” or for reasons other than prescribed ... any other drug, pill, or medicine to get “high” or for reasons other than medical... two or more substances at the same time (for example, alcohol with marijuana, ecstasy with mushrooms)?*

*Notes: Cells are empty if there are less than 10 respondents.*

*Heavy drug use was calculated based on pattern of combined current drug use on three or more days (marijuana, inhalants, prescription pain medicine to get “high” (high school only) and any other illegal drug/pill to get “high”).*

*na—Not asked of middle school students.*

**Table A6.6*****Frequency of Current AOD Use, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Alcohol (one or more drinks)</b>				
0 days	94	87	88	60
1 or 2 days	6	9	10	19
3 to 9 days	1	3	1	16
10 to 19 days	0	0	0	2
20 or more days	0	0	0	2
<b>Binge drinking (5 or more drinks in a row)</b>				
0 days	99	95	95	78
1 or 2 days	1	4	4	17
3 to 9 days	0	1	1	4
10 to 19 days	0	0	0	0
20 or more days	0	0	0	0
<b>Marijuana (smoke, vape, eat, or drink)</b>				
0 days	94	92	85	58
1 or 2 days	3	3	7	4
3 to 9 days	1	1	4	9
10 to 19 days	0	2	3	7
20 or more days	0	2	1	22

*Question HS A.70-72/MS A.64-66: During the past 30 days, on how many days did you use... one or more drinks of alcohol... five or more drinks of alcohol in a row, that is, within a couple of hours... marijuana (smoke, vape, eat, or drink)?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A6.7*****Lifetime Drunk or “High”***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Very drunk or sick after drinking alcohol</b>				
0 times	96	88	83	43
1 to 2 times	3	9	13	17
3 to 6 times	0	2	3	19
7 or more times	1	1	1	21
<b>“High” (loaded, stoned, or wasted) from using drugs</b>				
0 times	94	83	73	26
1 to 2 times	2	8	6	7
3 to 6 times	2	4	7	7
7 or more times	1	6	13	61
<b>Very drunk or “high” 7 or more times</b>	<b>2</b>	<b>6</b>	<b>13</b>	<b>60</b>

*Question HS A.61, 62/MS A.55, 56: During your life, how many times have you been... very drunk or sick after drinking alcohol... “high” (loaded, stoned, or wasted) from using drugs?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A6.8*****Current AOD Use on School Property, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Alcohol</b>				
0 days	97	97	97	96
1 to 2 days	3	1	2	4
3 or more days	0	2	1	0
<b>Marijuana (smoke, vape, eat, or drink)</b>				
0 days	98	97	98	96
1 to 2 days	1	2	0	2
3 or more days	1	1	1	2
<b>Any other drug, pill, or medicine to get “high” or for reasons other than medical?</b>				
0 days	100	100	99	100
1 to 2 days	0	0	0	0
3 or more days	0	0	0	0
<b>Any of the above</b>	4	4	4	7

*Question HS A.80-82/MS A.72-74: During the past 30 days, on how many days on school property did you use... at least one drink of alcohol... marijuana (smoke, vape, eat, or drink)... any other drug, pill, or medicine to get “high” or for reasons other than medical?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A6.9*****Lifetime Drunk or “High” on School Property***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 times	96	92	89	66
1 to 2 times	3	6	6	4
3 to 6 times	1	1	3	6
7 or more times	0	1	2	23

*Question HS A.63/MS A.57: During your life, how many times have you been... drunk on alcohol or “high” on drugs on school property?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A6.10**  
***Cessation Attempts***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Alcohol</b>				
Does not apply, don't use	na	88	80	49
0 times	na	9	16	33
1 time	na	3	2	11
2 to 3 times	na	0	1	4
4 or more times	na	0	0	2
<b>Marijuana</b>				
Does not apply, don't use	na	87	77	37
0 times	na	7	14	30
1 time	na	4	6	9
2 to 3 times	na	1	1	11
4 or more times	na	0	1	13

*Question HS A.96, 97: How many times have you tried to quit or stop using... alcohol... marijuana?*

*Notes: Cells are empty if there are less than 10 respondents.*

*na—Not asked of middle school students.*

**Table A6.11*****Drinking While Driving, Lifetime***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Driven a car when you had been using alcohol or drugs, or been in a car driven by a friend who had been using</b>				
Never	na	85	87	65
1 time	na	5	4	0
2 times	na	4	2	4
3 to 6 times	na	2	3	13
7 or more times	na	3	4	17
<b>Have ridden in a car driven by someone who had been using alcohol or drugs</b>				
Never	69	na	na	na
1 time	8	na	na	na
2 times	6	na	na	na
3 to 6 times	3	na	na	na
7 or more times	14	na	na	na

*Question HS A.98/MS A.87: During your life, how many times have you ever driven a car when you had been using alcohol or drugs, or been in a car driven by a friend when he or she had been using?... In your life, how many times have you ridden in a car driven by someone who had been using alcohol or drugs?*

*Notes: Cells are empty if there are less than 10 respondents.*

*na—Not asked of middle/high school students.*

**Table A6.12*****Perceived Harm of AOD Use***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Alcohol - drink occasionally</b>				
Great	29	27	27	32
Moderate	26	31	30	28
Slight	18	32	23	34
None	28	10	20	6
<b>Alcohol - 5 or more drinks once or twice a week</b>				
Great	47	59	55	48
Moderate	17	22	22	37
Slight	9	9	5	11
None	26	11	18	4
<b>Marijuana - use occasionally</b>				
Great	35	30	24	20
Moderate	23	33	21	22
Slight	14	21	21	27
None	28	17	35	31
<b>Marijuana - use daily</b>				
Great	53	58	43	33
Moderate	11	20	18	22
Slight	8	9	11	22
None	27	13	27	24

*Question HS A.87-90/MS A.79-82: How much do people risk harming themselves physically and in other ways when they do the following?... Drink alcohol (beer, wine, liquor ) occasionally... Have five or more drinks of alcohol once or twice a week... Use marijuana occasionally (smoke, eat, or drink) ... Use marijuana daily.*

*Note: Cells are empty if there are less than 10 respondents.*



**Table A6.13*****Perceived Difficulty of Obtaining Alcohol and Marijuana***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Alcohol</b>				
Very difficult	13	4	7	2
Fairly difficult	11	8	8	9
Fairly easy	18	24	27	26
Very easy	17	39	32	43
Don't know	41	25	25	20
<b>Marijuana</b>				
Very difficult	13	6	6	2
Fairly difficult	9	6	6	4
Fairly easy	16	25	25	20
Very easy	22	40	39	59
Don't know	41	24	24	15

*Question HS A.93, 94/MS A.85, 86: How difficult is it for students in your grade to get any of the following if they really want them?... Alcohol... Marijuana.*

*Note: Cells are empty if there are less than 10 respondents.*

## 7. Tobacco Use

**Table A7.1**

*Summary of Key CHKS Tobacco Indicators*

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
<b>Use Prevalence and Patterns</b>					
Ever smoked a whole cigarette	3	7	4	33	A7.2
Current cigarette smoking <sup>†</sup>	1	1	1	11	A7.3
Current cigarette smoking at school <sup>†</sup>	1	0	0	0	A7.4
Ever tried smokeless tobacco	3	2	2	13	A7.2
Current smokeless tobacco use <sup>†</sup>	1	0	0	5	A7.3
Current smokeless tobacco use at school <sup>†</sup>	1	0	0	2	A7.4
Ever used electronic cigarettes	12	20	29	52	A7.2
Current use of electronic cigarettes <sup>†</sup>	4	6	7	18	A7.3
Current use of electronic cigarettes at school <sup>†</sup>	1	2	2	0	A7.4
<b>Cessation Attempts</b>					
Tried to quit or stop using cigarettes	na	2	4	15	A7.5
<b>Attitudes and Correlates</b>					
Harmfulness of occasional cigarette smoking <sup>‡</sup>	31	37	39	35	A7.6
Harmfulness of smoking 1 or more packs/day <sup>‡</sup>	56	71	72	76	A7.6
Difficulty of obtaining cigarettes <sup>§</sup>	12	6	8	4	A7.8

*Notes: Cells are empty if there are less than 10 respondents.*

<sup>†</sup>Past 30 days.

<sup>‡</sup>Great harm.

<sup>§</sup>Very difficult.

na—Not asked of middle school students.

**Table A7.2**  
**Lifetime Tobacco Use**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>A cigarette, even one or two puffs</b>				
0 times	93	na	na	na
1 time	4	na	na	na
2 to 3 times	1	na	na	na
4 or more times	1	na	na	na
<b>A whole cigarette</b>				
0 times	97	93	96	67
1 time	1	3	0	7
2 to 3 times	1	1	1	2
4 or more times	0	2	3	24
<b>Smokeless tobacco</b>				
0 times	97	98	98	87
1 time	1	1	1	2
2 to 3 times	2	0	1	0
4 or more times	0	0	0	11
<b>An electronic cigarette or other vaping device</b>				
0 times	88	80	71	48
1 time	6	8	10	4
2 to 3 times	3	6	8	7
4 or more times	3	6	12	41

*Question HS A.46-48/MS A.46-49: During your life, how many times have you used the following? A cigarette, even one or two puffs... A whole cigarette... Smokeless tobacco (dip, chew, or snuff)... Electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens.*

*Notes: Cells are empty if there are less than 10 respondents.*

*na—Not asked of middle school students.*

**Table A7.3*****Any Current Use and Daily Use***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Cigarettes</b>				
Any	1	1	1	11
Daily (20 or more days)	0	0	0	2
<b>Smokeless tobacco</b>				
Any	1	0	0	5
Daily (20 or more days)	0	0	0	0
<b>Electronic cigarettes or other vaping device</b>				
Any	4	6	7	18
Daily (20 or more days)	0	0	1	0

*Question HS A.67-69/MS A.61-63: During the past 30 days, on how many days did you use... cigarettes... smokeless tobacco (dip, chew, or snuff )... electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A7.4*****Current Smoking on School Property, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Cigarettes</b>				
0 days	99	100	100	100
1 or 2 days	1	0	0	0
3 to 9 days	0	0	0	0
10 to 19 days	0	0	0	0
20 or more days	0	0	0	0
<b>Smokeless tobacco</b>				
0 days	99	100	100	98
1 or 2 days	1	0	0	2
3 to 9 days	0	0	0	0
10 to 19 days	0	0	0	0
20 or more days	0	0	0	0
<b>Electronic cigarettes or other vaping device</b>				
0 days	99	98	98	100
1 or 2 days	1	2	0	0
3 to 9 days	0	0	0	0
10 to 19 days	0	0	0	0
20 or more days	0	0	1	0

*Question HS A.77-79/MS A.69-71: During the past 30 days, on how many days on school property did you use... cigarettes... smokeless tobacco (dip, chew, or snuff)... electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A7.5*****Cigarette Smoking Cessation Attempts***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Does not apply, don't use	na	95	93	74
0 times	na	3	4	11
1 time	na	2	2	7
2 to 3 times	na	0	1	7
4 or more times	na	0	1	2

*Question HS A.95: How many times have you tried to quit or stop using cigarettes?*

*Notes: Cells are empty if there are less than 10 respondents.*

*na—Not asked of middle school students.*

**Table A7.6*****Perceived Harm of Cigarette Smoking***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Smoke cigarettes occasionally</b>				
Great	31	37	39	35
Moderate	21	39	32	26
Slight	21	13	10	28
None	27	11	19	11
<b>Smoke 1 or more packs of cigarettes each day</b>				
Great	56	71	72	76
Moderate	11	12	7	9
Slight	6	6	2	9
None	27	11	18	7

*Question HS A.83, 84/MS A.75, 76: How much do people risk harming themselves physically and in other ways when they do the following?... Smoke cigarettes occasionally... Smoke 1 or more packs of cigarettes each day.*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A7.7*****Perceived Harm of E-Cigarette Use Compared to Smoking***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Use e-cigarettes or vaping device occasionally compared to smoking cigarettes</b>				
Great	25	28	24	24
Moderate	25	35	31	30
Slight	20	24	23	33
None	30	12	22	13
<b>Use e-cigarettes or vaping devices several times a day compared to smoking cigarettes</b>				
Great	38	46	37	30
Moderate	21	30	29	35
Slight	15	14	15	22
None	27	11	19	13

*Question HS A.85, 86/MS A.77, 78: How much do people risk harming themselves physically and in other ways when they do the following?... Use e-cigarettes (electronic) or vaping device occasionally compared to smoking cigarettes... Use e-cigarettes or vaping devices several times a day compared to smoking cigarettes.*

*Note: Cells are empty if there are less than 10 respondents.*



**Table A7.8*****Perceived Difficulty of Obtaining Cigarettes and E-Cigarettes***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Cigarettes</b>				
Very difficult	12	6	8	4
Fairly difficult	12	14	11	7
Fairly easy	18	32	27	17
Very easy	12	16	23	43
Don't know	47	32	31	28
<b>E-Cigarettes or vaping device</b>				
Very difficult	9	5	5	4
Fairly difficult	14	8	8	9
Fairly easy	19	29	30	15
Very easy	14	34	25	46
Don't know	45	25	32	26

*Question HS A.91, 92/MS A.83, 84: How difficult is it for students in your grade to get any of the following if they really want them?... Cigarettes.... E-cigarettes (electronic) or vaping device*

*Note: Cells are empty if there are less than 10 respondents.*

## 8. Other Physical and Mental Health Risks

**Table A8.1**

***Cyber Bullying, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 times (never)	68	77	81	85
1 time	14	11	9	4
2 to 3 times	8	5	6	4
4 or more times	10	7	3	7

*Question HS A.122/MS A.112: During the past 12 months, how many times did other students spread mean rumors or lies, or hurtful pictures, about you online, on social media, or on a cell phone?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A8.2**

***Alone After School***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Never	39	na	na	na
1 day	14	na	na	na
2 days	9	na	na	na
3 days	5	na	na	na
4 days	2	na	na	na
5 days	31	na	na	na

*Question MS A.89: In a normal week, how many days are you home after school for at least one hour without an adult there?*

*Notes: Cells are empty if there are less than 10 respondents.*

*na—Not asked of high school students.*

**Table A8.3*****Eating of Breakfast***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	37	43	47	60
Yes	63	57	53	40

*Question HS A.126/MS A.115: Did you eat breakfast today?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A8.4*****Chronic Sad or Hopeless Feelings, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	66	59	65	37
Yes	34	41	35	63

*Question HS A.124/MS A.114: During the past 12 months, did you ever feel so sad or hopeless almost every day for two weeks or more that you stopped doing some usual activities?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A8.5*****Seriously Considered Attempting Suicide, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	na	79	81	70
Yes	na	21	19	30

*Question HS A.125: During the past 12 months, did you ever seriously consider attempting suicide?*

*Notes: Cells are empty if there are less than 10 respondents.*

*na—Not asked of middle school students.*

**Table A8.6*****Gang Involvement***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	95	96	96	91
Yes	5	4	4	9

*Question HS A.123/MS A.113: Do you consider yourself a member of a gang?*

*Note: Cells are empty if there are less than 10 respondents.*

## 9. Race/Ethnic Breakdowns

**Table A9.1**

***School Supports and Engagement by Race/Ethnicity - 7th Grade***

Percent of Students (%)	Grade 7						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<b><i>School Environment</i></b>							
Total school supports <sup>†</sup>	24		30	27		24	26
Caring adults in school <sup>†</sup>	23		33	30		18	26
High expectations-adults in school <sup>†</sup>	38		42	35		40	42
Meaningful participation at school <sup>†</sup>	11		13	15		12	11
<b><i>School Connectedness</i></b> <sup>†</sup>	21		28	10		14	20
<b><i>Academic Motivation</i></b> <sup>†</sup>	32		56	31		33	35
<b><i>Parent Involvement in School</i></b> <sup>†</sup>	19		28	6		14	17

Notes: Cells are empty if there are less than 10 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races. <sup>†</sup>Average percent of respondents reporting "Strongly agree." <sup>‡</sup>Average percent of respondents reporting "Very much true."

**Table A9.2**

***School Supports and Engagement by Race/Ethnicity - 9th Grade***

Percent of Students (%)	Grade 9						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<b><i>School Environment</i></b>							
Total school supports <sup>†</sup>	23		16	18		16	24
Caring adults in school <sup>†</sup>	25		21	24		16	25
High expectations-adults in school <sup>†</sup>	33		25	23		27	33
Meaningful participation at school <sup>†</sup>	11		1	7		5	15
<b><i>School Connectedness</i></b> <sup>†</sup>	13		5	11		10	16
<b><i>Academic Motivation</i></b> <sup>†</sup>	37		44	35		23	34
<b><i>Parent Involvement in School</i></b> <sup>†</sup>	12		6	17		4	13

Notes: Cells are empty if there are less than 10 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races. <sup>†</sup>Average percent of respondents reporting "Strongly agree." <sup>‡</sup>Average percent of respondents reporting "Very much true."

**Table A9.3****School Supports and Engagement by Race/Ethnicity - 11th Grade**

Percent of Students (%)	Grade 11						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<b>School Environment</b>							
Total school supports <sup>†</sup>	20		20	23		18	19
Caring adults in school <sup>†</sup>	23		14	25		20	22
High expectations-adults in school <sup>†</sup>	27		31	29		27	23
Meaningful participation at school <sup>†</sup>	11		15	14		8	11
<b>School Connectedness<sup>†</sup></b>	12		14	10		11	9
<b>Academic Motivation<sup>†</sup></b>	21		26	14		14	20
<b>Parent Involvement in School<sup>†</sup></b>	5		10	6		4	7

Notes: Cells are empty if there are less than 10 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races. <sup>†</sup>Average percent of respondents reporting "Strongly agree." <sup>‡</sup>Average percent of respondents reporting "Very much true."

**Table A9.4****School Supports and Engagement by Race/Ethnicity - Non-Traditional**

Percent of Students (%)	NT						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<b>School Environment</b>							
Total school supports <sup>†</sup>	38					35	39
Caring adults in school <sup>†</sup>	55					44	53
High expectations-adults in school <sup>†</sup>	55					51	59
Meaningful participation at school <sup>†</sup>	4					2	4
<b>School Connectedness<sup>†</sup></b>	40					18	30
<b>Academic Motivation<sup>†</sup></b>	29					10	26
<b>Parent Involvement in School<sup>†</sup></b>	37					15	35

Notes: Cells are empty if there are less than 10 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races. <sup>†</sup>Average percent of respondents reporting "Strongly agree." <sup>‡</sup>Average percent of respondents reporting "Very much true."

**Table A9.5*****Feeling Safe or Very Safe at School by Race/Ethnicity***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Hispanic or Latino	50	57	58	74
American Indian or Alaska Native				
Asian	63	53	44	
Black or African American	58	36	64	
Native Hawaiian or Pacific Islander				
White	46	57	65	62
Mixed (two or more) races	51	60	48	71

*Note: Cells are empty if there are less than 10 respondents.*

**Table A9.6*****Harassment Due to Six Reasons at School in the Past 12 Months by Race/Ethnicity***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Hispanic or Latino	45	29	24	11
American Indian or Alaska Native				
Asian	58	41	35	
Black or African American	30	18	38	
Native Hawaiian or Pacific Islander				
White	43	26	25	36
Mixed (two or more) races	43	24	27	5

*Notes: Cells are empty if there are less than 10 respondents.*

*The six reasons include race, ethnicity or national origin; religion; gender (being male or female); sexual orientation; a physical or mental disability; and immigrant status.*

**Table A9.7*****Any Harassment or Bullying at School in the Past 12 Months by Race/Ethnicity***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Hispanic or Latino	48	40	28	21
American Indian or Alaska Native				
Asian	63	53	35	
Black or African American	30	27	38	
Native Hawaiian or Pacific Islander				
White	54	38	29	57
Mixed (two or more) races	48	37	32	10

*Note: Cells are empty if there are less than 10 respondents.*

**Table A9.8*****Any Alcohol Use at School in the Past 30 Days by Race/Ethnicity***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Hispanic or Latino	4	6	7	11
American Indian or Alaska Native				
Asian	5	0	0	
Black or African American	0	5	0	
Native Hawaiian or Pacific Islander				
White	3	1	4	0
Mixed (two or more) races	3	5	4	10

*Notes: Cells are empty if there are less than 10 respondents.*



**Table A9.9*****Cigarette Smoking in the Past 30 Days by Race/Ethnicity***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Hispanic or Latino	2	1	0	5
American Indian or Alaska Native				
Asian	0	0	0	
Black or African American	0	0	0	
Native Hawaiian or Pacific Islander				
White	1	0	1	17
Mixed (two or more) races	1	1	0	10

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A9.10*****Any Alcohol Use in the Past 30 Days by Race/Ethnicity***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Hispanic or Latino	10	15	10	33
American Indian or Alaska Native				
Asian	5	6	6	
Black or African American	10	9	12	
Native Hawaiian or Pacific Islander				
White	8	14	10	50
Mixed (two or more) races	5	14	16	40

*Note: Cells are empty if there are less than 10 respondents.*

**Table A9.11*****Any Marijuana Use in the Past 30 Days by Race/Ethnicity***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Hispanic or Latino	7	6	15	53
American Indian or Alaska Native				
Asian	0	6	0	
Black or African American	15	5	12	
Native Hawaiian or Pacific Islander				
White	4	10	14	42
Mixed (two or more) races	6	8	23	38

*Notes: Cells are empty if there are less than 10 respondents.*

**Table A9.12*****Chronic Sad or Hopeless Feelings in the Past 12 Months by Race/Ethnicity***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Hispanic or Latino	38	47	32	58
American Indian or Alaska Native				
Asian	53	38	47	
Black or African American	28	19	30	
Native Hawaiian or Pacific Islander				
White	38	40	34	69
Mixed (two or more) races	30	52	40	52

*Note: Cells are empty if there are less than 10 respondents.*

## 10. Gender Breakdowns

**Table A10.1**

***School Supports and Engagement by Gender***

	Grade 7		Grade 9		Grade 11		NT	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
<b><i>School Environment</i></b>								
Total school supports <sup>†</sup>	23	28	22	18	21	17	29	40
Caring adults in school <sup>†</sup>	20	29	24	18	23	18	40	51
High expectations-adults in school <sup>‡</sup>	37	43	31	27	28	25	48	55
Meaningful participation at school <sup>‡</sup>	11	12	10	7	12	9	0	10
<b><i>School Connectedness</i></b> <sup>†</sup>	17	21	11	12	10	9	26	31
<b><i>Academic Motivation</i></b> <sup>†</sup>	39	32	36	27	22	15	26	20
<b><i>Parent Involvement in School</i></b> <sup>†</sup>	16	17	8	10	6	5	29	27

Notes: Cells are empty if there are less than 10 respondents.

<sup>†</sup> Average percent of respondents reporting "Strongly agree."

<sup>‡</sup> Average percent of respondents reporting "Very much true."

**Table A10.2**

***Select Perceived Safety, Harassment, Alcohol and Other Drug Use, and Mental Health Measures by Gender***

	Grade 7		Grade 9		Grade 11		NT	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
<b>Perceived Safety at School</b>								
Feel safe or very safe at school	47	58	53	57	54	59	55	77
<b>Harassment/Bullying at School</b>								
<i>During the past 12 month at school, have you been...</i>								
harassed/bullied for any of the six reasons	46	38	34	19	31	22	20	15
harassed/bullied for any reasons	56	40	47	31	38	23	35	22
<b>Current ATOD Use</b>								
<i>During the past 30 days, did you...</i>								
have at least one drink of alcohol at school	5	0	3	4	1	5	5	4
smoke cigarettes	1	0	2	0	0	2	10	12
have at least one drink of alcohol	11	1	16	10	8	15	30	48
use marijuana	6	5	8	9	12	18	40	44
<b>Mental Health</b>								
Chronic sad or hopeless feelings, past 12 months	42	24	56	27	47	24	65	62

*Note: Cells are empty if there are less than 10 respondents.*

# Appendix I

## 2017-18 CHKS Secondary Survey Response Rates

Eligible Schools	7th %	9th %	11th %	NT %
Center High		100	97	
McClellan High (Continuation)				79
Wilson C. Riles Middle	81			

*Notes: Response rates are presented by grade level. Eligible schools listed are based on CBEDS 2017-18 public school and enrollment data files. Directly funded charter schools have been excluded from the list.*

## Appendix II

### California Healthy Kids Survey Content Overview

This brief guide to key CHKS Core Module indicators is designed to help survey users more easily understand and interpret their findings.<sup>1</sup> References are provided to the tables in CHKS reports where results for the indicators discussed can be found. References are also made to relevant CHKS reports and factsheets and What Works Briefs (guides to best practices) that provide further information. These valuable resources can be downloaded, respectively, from the CHKS and California Safe and Supportive Schools websites ([chks.wested.org/using-results/factsheets](http://chks.wested.org/using-results/factsheets); [californias3.wested.org/tools/research](http://californias3.wested.org/tools/research); [californias3.wested.org/tools/wwb](http://californias3.wested.org/tools/wwb)).

Special attention is directed toward indicators related to the requirements of California's Local Control and Accountability Plans (LCAP).<sup>2</sup> For a summary of state-level LCAP-related baseline data, see CHKS Factsheet #15.

#### MAIN CONTENT FOCUS: SCHOOL CLIMATE AND THE NEEDS OF THE WHOLE CHILD

The main purpose of the CHKS Core Module is to assess indicators of school climate, pupil engagement, and student supports, all three key priorities required of Local Control and Accountability Plans. It seeks to provide schools with essential data to determine the degree to which they provide the conditions and supports that all youth need to succeed in school and developmentally thrive. Twenty-nine items assessing seven domains are used to calculate a School Climate Index (SCI) score that is included in a *School Climate Report Card* that districts can request at the district and school level. The items used in the SCI assess school connectedness, developmental supports (e.g., caring adult relationships), perceived safety, bullying, and victimization.

School climate, as measured by the CHKS, is strongly related to student performance on standardized academic tests. Data show that, for high school students, as CHKS School Climate Index (SCI) scores increased—as the schools became safer, more supportive, and more engaging—test performance as measured by the state's Academic Performance Index (API) increased as well (School Climate Factsheet #3).

In a ground-breaking analysis, a positive school climate was a distinguishing characteristic of California secondary schools that “beat the odds” and consistently performed better on the state's standardized tests than *would be predicted* based on the characteristics of their students (i.e., comparing schools with similar student demographics). The higher (more positive) the CHKS School Climate Index score, the greater the probability there was for beating the odds. School climate was more strongly associated with beating the odds than a school's level of personnel resources (School Climate Factsheet #6).<sup>3</sup>

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<sup>1</sup> To see how local results compare with state averages in California, download a copy of the latest Biennial Statewide CHKS report ([chks.wested.org/reports](http://chks.wested.org/reports)). The Biennial report provides results from a randomly-selected, representative state sample. County level reports are also available on the CHKS website.

<sup>2</sup> For a guide to how CalSCHLS survey items align with LCAP indicator requirements, download *Helpful Resources for Local Control and Accountability Plans* at [surveydata.wested.org/resources/LCAP\\_Cal\\_SCHLS.pdf](http://surveydata.wested.org/resources/LCAP_Cal_SCHLS.pdf).

<sup>3</sup> Voight, Austin, & Hanson, (2013). Download [www.wested.org/online\\_pubs/hd-13-10.pdf](http://www.wested.org/online_pubs/hd-13-10.pdf)

More generally, the CHKS Core Module provides data to help understand the degree to which schools address the needs of the Whole Child. CHKS data show that California secondary schools made greater progress in raising standardized test scores over a one-year period when they had higher percentages of students who: (1) were less engaged in risky behaviors such as substance use and violence; (2) were more likely to eat nutritiously and exercise; and (3) reported experiencing caring adult relationships and high expectations at school. These results suggest that addressing the health and developmental needs of youth is a critical component of a comprehensive strategy for meeting accountability demands for improved academic performance (CHKS Factsheet #3).

## GRADE-LEVEL PATTERNS

More than twenty years of survey administration has demonstrated that as youth progress through secondary school, they become: (1) less likely to feel connected to school and be academically motivated; and (2) more likely to report truancy, involvement in substance use, and chronic sadness and hopelessness.

- **Seventh graders** report the highest rates of harassment and victimization, as well as participation in a physical fight and seeing a weapon on campus.
- **Ninth graders** report the lowest rates of developmental support and perceived safety.
- In interpreting the results for **11th graders** take into consideration that many youth who are most disengaged and involved in high risk behaviors may have already dropped out of school or did not participate in the survey because of truancy or absenteeism.
- Across risk behaviors and problem indicators, **nontraditional (continuation school) students** reported prevalence rates at least twice those of 11th graders in a comprehensive school setting. They also exhibited lower perceived school safety, school connectedness, and developmental supports. Continuation school students are a highly vulnerable population in need of a wide range of academic, social, emotional, and behavioral supports and intervention services (CHKS Factsheet #7).

## DEMOGRAPHIC CHARACTERISTICS AND POPULATION SUBGROUP DIFFERENCES

### Demographic Characteristics (Tables A3.1-3.14)

A wide range of data on the demographic and background characteristics of the survey respondents is provided (in 14 tables) to help users gain a better sense of how representative the survey sample is compared to the student population overall. This also enables users to analyze their data to determine how survey results vary by important subgroups in the school and help them identify, and target programs at, the youth most in need. School districts can use these data to meet the Local Control and Accountability Plan (LCAP) requirement to demonstrate actions across state priorities in regard to six numerically significant subgroups: ethnicity, socioeconomically (SES) disadvantaged, English learners, pupils with disabilities, foster youth, and homeless youth—all categories assessed by the CHKS. In the standard CHKS report, and in the Query CHKS system, breakdowns for selected key indicators are provided by race/ethnicity and gender. Districts/schools

can request reports disaggregating all their results by demographic characteristics from their Regional CHKS Technical Assistance Center.

### **Racial-Ethnic Identification (Tables A3.2-3.3)**

Respondents self-report their identification with six racial/ethnic groups plus mixed (two or more) race. Comparing these data with other evidence of the racial-ethnic composition of student enrollment provides insight into how representative are the survey results. In one study of CHKS data, both academic performance and school well-being—the degree to which students feel safe at, supported by, and connected to the school—varied consistently and persistently across schools by racial/ethnic groupings. They were lowest in schools with large proportions of African American and Hispanic students, as well as in low-income schools. Controlling for socioeconomic status and other school demographic characteristics reduced these racial/ethnic group differences, but they still remained. This suggests that school climate factors related to student well-being may also play a role in the racial-ethnic achievement gap. One strategy to close the gap thus may be to enhance learning supports that foster caring adult relationships, high expectations, meaningful participation, safety, and connectedness in schools serving large proportions of low-income African American and Hispanic students (CHKS Factsheet #8).

In the majority of cases, with notable exceptions for Asians, *the racial/ethnic gaps in performance, engagement, perceived support, and safety are greater within-schools than between-schools*. African American, Latino, and Asian students feel less safe, engaged, and supported than their White peers *within the same school*. Inequities in these factors, for the various racial/ethnic groups, can possibly contribute to the achievement gap. Further, these findings suggest that practices designed to ensure equal access to academic resources, opportunities, learning supports, and promotion of common experiences may be effective in ameliorating the gap (CHKS Factsheet #13).

### **Foster Care Youth (Table A3.4)**

Compared to youth who live with their parents, foster care youth report much higher rates of substance abuse, poor school attendance and grades, more violence-related behaviors, more harassment, and higher depression risk. They were also more likely to be low in caring adult relationships and total environmental assets (CHKS Factsheet #6).

## **SPECIFIC CONTENT AREAS**

### **Self-Reported Grades (Table A4.1)**

The CHKS asks students to indicate what grades they mostly received in school in the past 12 months. Although self-reports are not as accurate as actual report card data, they provide a general sense of the school performance of the survey respondents from their self-perception. To learn more about the factors that might be causing poor performance, request a CHKS report showing how all the survey results vary by level of performance.

### **Absenteeism and Truancy (Tables A4.2-4.3)**

Before top teachers with quality curriculums and engaging activities can even attempt to improve academic performance, the students have to show up. The CHKS report provides data to identify what proportion of respondents are at risk of chronic absenteeism (missed 3 or more of the past 30



school days), what were the reasons for absences, and the level of truancy. Users can request reports looking at the characteristics of youth based on the absenteeism and truancy to guide efforts to improve the LCAP pupil engagement priority.

Poor attendance is a marker of a wider variety of other problems, including low school connectedness and learning engagement. Both the US Department of Education and the California Office of the Attorney General have launched initiatives designed to raise awareness about and combat chronic absenteeism, generally defined as missing 10% of school days. According to a report by Attendance Works, the nation's large and persistent education achievement gaps are rooted in a largely hidden crisis of chronic absenteeism, especially among low-income and minority children.<sup>4</sup> Biennial State CHKS data (Table A4.3) indicate that generally, after illness, the most important reasons for being absent in secondary school are not getting enough sleep and anxiety or stress, followed by being behind in school work, and being bored or uninterested in school.

Among high school staff statewide, truancy is the top-rated of fourteen potential school problems assessed by the California School Staff Survey (Table A8.4). Truancy has been identified as one of the most powerful predictors of both poor achievement and delinquency.<sup>5</sup> Truants are also more likely to use drugs and have deviant friends.

### **Developmental Supports (Tables A4.5, A4.7-4.9)**

Research shows that when schools (or families or communities) provide three developmental supports measured by the CHKS—**caring adult relationships, high expectations, and opportunities for meaningful participation**—students are more likely to report more positive academic, social-emotional, and health outcomes, including higher grades, school connectedness, attendance, and perceived safety. CHKS results overall suggest that the great majority of students do not receive sufficient levels of support and that the supports received are lower in high school than in middle school, even though student need for them is arguably higher (CHKS Factsheets #1 and #3; School Climate Factsheets #1 and #2, What Works Briefs #1 and #2).

### **School Connectedness (Table A4.6)**

School connectedness is one of the indicators of school climate that a California school district must address in its LCAP. Research shows that school connectedness is associated with multiple positive academic, social-emotional, and health outcomes. The CHKS five-item School Connectedness Scale is an important differentiator between low-performing and high-performing high schools and has value as an indicator of school quality. School connectedness appears to have increased in California in the second half of the last decade, but it still declines markedly after elementary school. A substantial majority of high school students are not highly connected to their schools. This may be related at least in part to their lower levels of developmental support. The lowest rates of both connectedness and test scores are in low-income schools. The online Query

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<sup>4</sup> Attendance Works & Everyone Graduates Center. (2017, September). *Portraits of Change: Aligning School and Community Resources to Reduce Chronic Absence*. Available at [www.attendanceworks.org/research/attendance-works-reports](http://www.attendanceworks.org/research/attendance-works-reports)

<sup>5</sup> Robins & Ratcliff, (1978). *Long Range Outcomes Associated With School Truancy*. Rockville, MD: Public Health Service (DHEW). Garry, E. M., & Department of Justice, Washington, DC. Office of Juvenile Justice and Delinquency Prevention. (1996). *Truancy: First Step to a Lifetime of Problems*. Cairns, R. B., Cairns, B. D., & Neckerman, H. J. (1989). Early school dropout: Configurations and determinants. *Child Dev*, 60(6), 1437-52.

CHKS system shows how key survey indicators vary by school connectedness (see School Climate Factsheet #5, What Works Brief #4).

### **Perceived Safety (Table A5.1)**

Perceived safety is another indicator districts/schools are required to monitor as part of their LCAP. Perceived school safety is more than the antithesis of violence. Perceived school safety is psychological as well as physical. Feelings of insecurity can have multiple sources, not all of which correctly reflect the level of danger and violence on a school campus, such as verbal bullying. Both physical and psychological safety are essential for high quality teaching and learning. If students report low levels of perceived school safety, pay close attention to all the indicators related to bullying and victimization, as well as mental health. Schools may want to request comparisons of students' perceptions of their own safety with the actual level of violence and other safety-related indicators self-reported by students. A follow-up focus group or Student Listening Circle asking why students do not feel safe is recommended (see School Climate What Works Brief #3).

### **Violent and Nonviolent Misbehavior on School Property (Tables A5.2-5.6)**

The CHKS asks students a wide range of questions to ascertain the scope and nature of physical and verbal violence and victimization that occurs on campus, as well as vandalism. Physical violence and weapons on campus (Tables A5.4, A5.6) have long been a major public concern. Equally disruptive are the uncounted acts of bullying, teasing, and other nonviolent misbehavior among youth, such as substance use and sales on campus.<sup>6</sup> These behaviors adversely affect not only students' ability to learn and willingness to attend school, but also the overall school environment, the ability of teachers to teach, and the willingness of adults to enter the teaching profession<sup>7</sup> (see School Climate What Works Briefs #5 and #6).

### **Harassment (Tables A5.2-5.3)**

Nonviolent harassment in any form—threats, intimidation, rumors, and ostracism—can instill a sense of vulnerability, isolation, frustration, and fear among its victims, leading to engagement in health risk behaviors or avoidance behaviors such as missing school and social isolation. This type of misbehavior, vastly more common than any other, ruins the school day for many students. In *Bruised Inside* (2000), the National Association of Attorneys General describes harassment by peers as one of the two causes for kids to express anger using guns, knives, and fists.<sup>8</sup>

The CHKS asks about the frequency with which students experienced any bullying/harassment related to six bias-related categories (gender, race/ethnicity, disability, sexual identity, religion, immigrant status), as well as for any other reason. Analysis of this data show that victims of harassment are more likely to not feel safe at, and connected to, school; to have higher truancy; and to experience lower developmental (resilience) supports at school. They report higher rates of fighting and weapons possession at school, as well as risk of depression. Students who report bias-related harassment, particularly for disability and sexual orientation, have poorer well-being than

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<sup>6</sup> Juvonen, J., & Graham, S. (2001). *Peer harassment in school: The plight of the vulnerable and victimized*. New York: Guilford Press.

<sup>7</sup> Barton, P. E. (2001). *Facing the hard facts in education reform*. Princeton, NJ: Educational Testing Service.

<sup>8</sup> Horn, D. M., National Association of Attorneys General., & Washington (State). (2000). *Bruised inside: What our children say about youth violence, what causes it, and what we need to do about it: A report of the National Association of Attorneys General (NAAG)*. Washington, DC: National Association of Attorneys General.

students who were only harassed for other reasons (CHKS Factsheets #4 and #10; see also School Climate What Works Brief #7).

### **Substance Abuse (Tables A6.1-6.11)**

The misuse of alcohol and other drugs continues to be among the most important issues confronting the nation. For schools, the problem is particularly relevant. Years of research have shown that adolescent substance use is closely connected to academic performance and contributes to raising the level of truancy and absenteeism, special education, disciplinary problems, disengagement and dropout rates, teacher turnover, and property damage. Reflecting this, on the California School Staff Survey (Table A9.12), high school staff statewide are more likely to perceive alcohol and drug use as moderate to severe problems at their schools than all of seven violence-related indicators (49% for both alcohol and drugs in 2004-06), ranking them among the top 3 of 14 problem indicators.

Use at school is especially troubling (Tables A6.8-6.9). It reflects a level of drug involvement so pervasive that the potential repercussions for violation of school rules are disregarded by these youths. This is behavior that threatens not only the user's learning ability but also school efforts to educate all youth. An analysis of CHKS data found that that substance use and intoxication at school, being offered drugs at school, and lifetime intoxication, were significantly related to changes in California achievement test scores one year later. Schools with proportionately large numbers of students who reported these behaviors exhibited smaller gains in test scores than other schools<sup>9</sup> (CHKS Factsheet #3; see also School Climate What Works Brief #8).

### **Cigarette Smoking (Tables A7.1-7.4)**

Current smokers are significantly more likely than nonsmokers to engage in alcohol and other drug use, be involved in violence and gang membership, and experience school-related problems and disengagement. To a lesser extent, current smokers are also more likely than nonsmokers to be victims of violence and harassment, feel unsafe at school, and experience incapacitating sadness and loneliness. These results suggest that efforts to reduce student smoking may be more successful if embedded in approaches that address a broad range of risk behaviors and problems (CHKS Factsheet #2 and #5).

### **Mental Health (Tables A8.4-8.5)**

The CHKS Core provides two measures for assessing mental health among students: (1) whether they experience chronic, incapacitating sadness or hopelessness; and (2) whether they ever contemplated suicide. Students who experience chronic sadness, compared to their peers who do not, are at elevated risk of a wide range of educational, health, social, and emotional problems, including lower school attendance, performance, and connectedness. They also report lower levels of the developmental supports in their schools and communities that have been shown to mitigate these problems. Similar findings are found among youth who have contemplated suicide (CHKS Factsheets #11 and #12).

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<sup>9</sup> Hanson, T. L., Austin, G. A., & Lee-Bayha, J. (2004). *Ensuring that No Child is Left Behind: How are Student Health Risks & Resilience Related to the Academic Progress of Schools*. San Francisco: WestEd.

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

Dept./Site: Superintendent's Office  
To: Board of Trustees  
Date: November 14, 2018  
From: Scott A. Loehr, Superintendent  
Principal's Initials: \_\_\_\_\_

Action Item ☒ \_\_\_\_\_  
Information Item \_\_\_\_\_  
# Attached Pages \_\_\_\_\_

**SUBJECT: Adoption of Minutes**

The minutes from the following meeting are being presented:

October 17, 2018 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 17, 2018

### MINUTES

**OPEN SESSION - CALL TO ORDER** - Trustee Anderson called the meeting to order at 5:30 p.m.

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

Trustees Absent: Mrs. Kelley

Administrators Present: Scott Loehr, Superintendent  
Craig Deason, Assist. Supt., Operations & Facilities  
Lisa Coronado, Director of Fiscal Services  
David Grimes, Director of Personnel/Student Services  
Mike Jordan, Director of Curriculum/Instruction/Special Ed.

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

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

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

**CLOSED SESSION** - 5:30 p.m.

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

**FLAG SALUTE** - led by Jerald Ferguson

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** – the Board met in Closed Session and it was announced that the following action was taken during Closed Session:

2. Student Expulsions/Readmissions (G.C. §54962)  
Student Expulsion 18-19.01 – Recommendation approved.

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

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

**ADOPTION OF AGENDA** - There was a motion to approve the adoption of the agenda as amended: postpone Reports 2, 3, 4

**Motion:** Pope  
**Second:** Wilson

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



## **STUDENT BOARD REPRESENTATIVE REPORTS**

1. Center High School – Maximus Gomez
  - tomorrow night is the Financial Aid Night
  - Friday is the Pink Out game and Senior Recognition Night
  - some students will tour Historically Black Colleges & Universities next week
  - canned food drive is being held October 29th - November 2nd
2. McClellan High School – Asirah Jackson
  - 18 students took the ASVAB on October 2nd
  - Center Preschool families are painting the playground fence; each student and parent gets a fence panel to personalize
  - McClellan HS received a \$500 grant from Wal-Mart to be used to purchase emergency bucket supplies for the classrooms. Antelope Lions Club will be obtaining the supplies and buckets.
  - the preschool will be visiting the pumpkin patch this coming Friday.
  - the annual preschool Halloween parade is coming up.
  - the annual MHS Halloween costume contest will be later this month.
  - with the holiday season coming up, they are taking donations for 17 Thanksgiving Dinners for McClellan HS and Center Preschool families
  - online Driver's Ed courses are now being offered

## **ORGANIZATION REPORTS**

1. CUTA - Venessa Mason, President, noted that they had their CUTA meeting today. There are a lot of schools doing the same things. Some of the activities happening right now are Pennies for Patients, Safe School Ambassador Program, and Red Ribbon Week. Dudley reported that they earned the Silver PBIS Award this year, McClellan held their football tournament and wanted to thank the Center HS staff for all of the help that they gave them. Mr. Collins this was a great year of sportsmanship; he noted that another student from another team had been injured and was getting medical assistance from another player on another team because that student was participating in a workmanship program where he was working at a hospital. Spinelli had a huge mural painted in the Kindergarten play area by a staff member. A bench and table were put in place in the Kindergarten yard in honor of Terri Crepps; installation was paid for by the district. There will also be an Eagle Project done in the Kindergarten yard.
2. CSEA - Marie Huggins, President, noted that CSEA is getting ready to do their Annual Membership Dinner here at Riles Middle School, to be held on Friday, November 2nd. Students that are needing to do Community Service can volunteer to work at the dinner; Bonnie Shiro will be the volunteer coordinator. Mrs. Huggins noted that on tonight's agenda there are 2 items up for vote and would appreciate a yes vote on those.

## **COMMITTEE UPDATES**

**Facilities Committee Update** - Craig Deason, Assistant Superintendent of Operations & Facilities, noted that they are pushing ahead with the modernization projects. Modernization Projects - They are finalizing plans to get into DSA. Oak Hill and North Country's plans will be in to DSA by November 8th and will the high school plan turned in by February 2019. They will be meeting with the architects to go over the plans regarding HVAC and low voltage. The architects have consultants that are helping them in those 2 areas. Our maintenance guys that work in those areas will also be involved in those plans so they can really pick them apart and have good plans going in. Quick Strike Projects - Dudley and Spinelli are complete. There are some little areas that need to be fixed up. The high school plaza is open. The next good news is that the restrooms and sign repairs are underway. It is all moving

### **COMMITTEE UPDATES (continued)**

forward and they are ahead of schedule on the restrooms. Mr. Deason just signed the proposal for the sign repairs. 2019 Summer Quick Strike Projects - we still have the technology infrastructure project in queue, using 80% e-Rate funds and 20% district funds. The stadium turf project will be paid by the funds from the cell towers. We continued to watch the budget to make sure we can still continue on these projects. We need to watch our funds because we currently don't know how much the turf will cost. We have 3 modernization projects over the next couple of summers and the new school is targeted to be complete in August 2021.

Trustee Anderson wanted to compliment Mr. Deason and his team for the meetings that are run very well, very organized. She asked if future installed clocks can be set to the "clock in the sky". Mr. Deason noted that in the future as modernization is done that improve our infrastructure sites will be set on a set clock, not their own.

### **REPORTS/PRESENTATIONS**

1. **Williams Uniform Complaint Quarterly Reporting** – David Grimes, Director of Personnel & Student Services, noted that there was nothing to report.
2. **THIS REPORT HAS BEEN PULLED UNTIL NEXT MONTH - Local Control Accountability Plan Update** - Mike Jordan
3. **THIS REPORT HAS BEEN PULLED UNTIL NEXT MONTH - 2017-2018 Advanced Placement and Smarter Balanced Assessment Results** - Mike Jordan
4. **THIS REPORT HAS BEEN PULLED UNTIL NEXT MONTH - Spring 2018 California Healthy Kids Survey (CHKS) Results** - Mike Jordan
5. **Family Resource Center Homeless & Foster Youth Update** - Ryan Miranda, Program Coordinator & Anne Walters-Cooke, Integrated Services Technician, reported on Programs and Services, number of homeless students at each site for 2017-18 and 2018-19 school years, number of foster students at each site for 2017-18 and 2018-19 school years, and services provided. Anne shared a letter from a student. This letter was used when our district was applying for the grant funding. Ryan shared information on services in action.

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

Lysha Lewis, Social Worker with EA Family Services, noted that she is pursuing her doctorate degree in education. Her dissertation topic is LCAP funding, specifically on Foster Youth. She noted that she will be sending out a survey and doing a document analysis on 8 school districts' LCAPs in Sacramento County. She is hoping Center JUSD will participate.

### **BOARD/SUPERINTENDENT REPORTS**

**Mr. Wilson** - was not available to report.

**Mr. Hunt** – had nothing to report.

**Mrs. Kelley** – was not available to report.

**Mrs. Pope**

- noted that it was nice to be back home.

- thanked Mr. Deason & Mr. Rosson for their work that they do. She asked Mr. Deason to share a story regarding comments made on the new basketball courts.

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

### **Mr. Loehr**

- thanked everyone that helped at the CHS Homecoming snack bar.
- noted that he was able to get over to the high school during their homecoming festivities.
- acknowledged that we have some grading happening north of Baseline Road for some new developments within our district boundaries.
- has been meeting with our neighboring districts in Roseville. The districts are working together. Later this year we will be bringing something about possible boundary changes.
- thanked Craig Deason for setting up Threat Assessment Training for October 29<sup>th</sup> and 30<sup>th</sup>.
- had a great Fall Break .

### **Mrs. Anderson**

- complimented the high school on the opening of the entrance.
- thanked Scott Loehr for his continuous efforts to keep the Board informed. She also noted that his open door policy has gone along way, helping keep the families happy and the staff happy.

## **CONSENT AGENDA**

1. Approved Adoption of Minutes from September 19, 2018 Regular Meeting
2. Approved Classified Personnel Transactions
3. Approved Certificated Personnel Transactions
4. Approved Resolution #12/2018-19: Reduction to Classified Employment Due to Lack of Work
5. Approved Job Description - Transition Partnership Program Assistant
6. Approved Agreement between Sacramento County Office of Education (SCOE) and CJUSD for Vision Services
7. Approved Memorandum of Understanding Between the Center for Oral Health and CJUSD for Oral Health Services through June 30, 2021
8. Approved Service Agreement with CHH (Center for Hearing Health) to perform Hearing Screening Tests
9. Ratified 2018/2019 Master Contract:  
Sierra School Eastern Extension
10. Approved Professional Services Agreement: Sara Vicars-Hall, MA, BCBA
11. Approved Professional Services Agreement: Ellevation, Inc.
12. Approved Memorandum of Understanding Agreement #19012 with SCOE for Math Shadow Class Professional Development
13. Approved Field Trip: FBLA Annual Leadership Development Institute - CHS
14. Approved Professional Services Agreement: A Touch of Understanding
15. Approved Amendment #2 - Center High School Campus Entry Upgrade
16. Approved Resolution #10/2018-19: Authorizes the Projects and Filing of Applications for Funding Under the State School Facilities Programs
17. Approved Notice of Completion - Nor-Cal Asphalt Paving & Maintenance Inc. - Repair, Re-seal and Re-stripe Parking Lot at McClellan High School
18. Approved Payroll Orders: July - September 2018
19. Approved Supplemental Agenda (Vendor Warrants): September 2018

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

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



## **BUSINESS ITEMS**

### **A. APPROVED - Local Control and Accountability Plan (LCAP)**

Mr Loehr noted that the county came back with some immaterial things to the LCAP that was Board approved in June and this is the current version.

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

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

### **B. TABLED - Resolution #11/2018-19: Resolution of Emergency Declaration for Approval of Contract Award Without Competitive Bidding**

Mr. Loehr noted that this does need a majority vote of the full board. There was a motion to pull this items for consideration at a later date.

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

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

### **C. TABLED - Agreement between Center Joint Unified School District and Boberg Hardwood Floors**

There was a motion to pull this items for consideration at a later time/date.

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

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

### **D. APPROVED - Resolution #13/2018-19: Authorizing Change Order; and Contractor Change Order #1 - By and Between Bill Litchfield Construction, Inc. and CJUSD**

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

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

## **BOARD WORKSHOP**

### **1. Facilities Planning & Information**

Mr. Loehr noted that we wanted to have a little but of information for the Board before voting on the next 2 Business Items. Khushroo Gheyara from CFW gave a Facilities Implementation Plan Process Overview.

Trustee Wilson joined the meeting at 6:42 p.m.

Kushroo noted that the plan would include envisioning, background review, technical assessment, set standards, available funding, and capital plan. The board would then review and adopt, and then we would implement the Facilities Implementation Plan.

Mr. Deason noted that this will be the road map that will make it easy for us to go ahead. Mr. Deason gave an overview of the 3 options: Design-Bid-Build, Lease-Leaseback, and Design-Build. Mr. Deason noted that they have heard good things about the Design-Build option from other nearby districts.

**CONTINUATION OF BUSINESS ITEMS**

**E. APPROVED - Contract for Caldwell Flores Winters, Inc.**

**Motion:** Wilson  
**Second:** Pope

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

**F. APPROVED - Design-Build Delivery Method**

**Motion:** Wilson  
**Second:** Pope

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

**ADVANCE PLANNING**

- a. *Future Meeting Dates:*
  - i. *Regular Meeting: Wednesday, November 14, 2018 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- b. *Suggested Agenda Items: Mr. Loehr noted that we will look into holding a Special Meeting on Monday, October 22, 2018 to vote on the 2 items that were Tabled.*

**ADJOURNMENT – 7:00 p.m.**

**Motion:** Hunt  
**Second:** Wilson

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

Respectfully submitted,

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

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Kelly Kelley, Clerk  
Board of Trustees

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Adoption Date

*Center Joint Unified School District*

## AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item ☒ X

To: Board of Trustees

Information Item ☐

Date: November 14, 2018

# Attached Pages ☐

From: Scott A. Loehr, Superintendent

Principal's Initials: ☐

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

October 22, 2018 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, October 22, 2018

### MINUTES

**CALL TO ORDER** - Trustee Kelley called the meeting to order at 5:12 p.m.

**ROLL CALL** - Trustees Present: Mrs. Anderson (*not in attendance at start of meeting*), Mr. Hunt, Mrs. Kelley (*participated by phone*), Mrs. Pope, Mr. Wilson

Administrators Present: Scott Loehr, Superintendent  
Lisa Coronado, Director of Fiscal Services

**Teleconference:** Trustee Kelly Kelley participated by phone from 3608 Sun Maiden Way, Antelope, California 95843

**FLAG SALUTE** - led by Delrae Pope

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

**Motion:** Wilson  
**Second:** Hunt

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

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

Trustee Anderson joined the meeting at 5:14 p.m.

### BUSINESS ITEMS

**A. APPROVED - Resolution #11/2018-19: Resolution of Emergency Declaration for Approval of Contract Award Without Competitive Bidding**

**Motion:** Hunt  
**Second:** Wilson

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

**B. APPROVED - Agreement between Center Joint Unified School District and Boberg Hardwood Floors**

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

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

### ADVANCE PLANNING

**a. Future Meeting Dates:**

- i. Regular Meeting: Wednesday, November 14, 2018 @ 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 - 5:24 p.m.**

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

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

Respectfully submitted,

---

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

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Kelly Kelley, Clerk  
Board of Trustees

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Adoption Date

## *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Superintendent's Office

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

**To:** Board of Trustees

**Information Item** \_\_\_\_\_

**Date:** November 14, 2018

**# Attached Pages** 1

**From:** Scott A. Loehr, Superintendent

**Principal/Administrator Initials:** \_\_\_\_\_

**SUBJECT:** 2018-2019 Rate Increase for Legal Services - Girard, Edwards, Stevens & Tucker LLP, Attorneys at Law

Girard, Edwards, Stevens & Tucker LLP would like to continue under the current Agreement, but are increasing their rates for the 2018-19 school year effective November 1, 2018.

**RECOMMENDATION:** CJUSD Board of Trustees approve the 2018-2019 Rate Increase for Legal Services - Girard, Edwards, Stevens & Tucker LLP, Attorneys at Law.

CONSENT AGENDA

**GIRARD  
EDWARDS  
STEVENS &  
TUCKER LLP**

8801 Folsom Blvd., Suite 285  
Sacramento, CA 95826

Phone (916) 706-1255  
Fax (916) 706-2672

[www.GirardEdwards.com](http://www.GirardEdwards.com)

OFFICE OF SUPERINTENDENT

OCT 15 2018

CENTER JOINT  
UNIFIED SCHOOL DISTRICT

October 1, 2018

Center Unified School District  
Attn: Carol Hunt  
8408 Watt Avenue  
Antelope, CA 95843

*Privileged and Confidential*

**Re: Notification of Rate Changes**

In accordance with the terms of our legal services agreement with you, this is to notify you of a change in rates effective November 1, 2018 as follows:

Partners	\$270.00 – \$305.00/hr.
Associate Attorneys	\$240.00 – \$260.00/hr.
Law Clerk/Paralegal	\$150/hr.
Administrative Assistant	\$110/hr.
David W. Girard	\$425.00/hr.

Thank you for relying on us as your legal counsel. Your business is very much appreciated. Please let us know if you have any questions or concerns.

Sincerely,

GIRARD, EDWARDS, STEVENS & TUCKER LLP

*Heather M. Edwards*

Heather M. Edwards

# Center Joint Unified School District

## AGENDA REQUEST FOR:

<b>Dept./Site:</b>	<b>Personnel Department</b>	<b>Action Item</b>	<u><b>X</b></u>
<b>Date:</b>	<b>November 14, 2018</b>	<b>Information Item</b>	<u>  </u>
<b>To:</b>	<b>Board of Trustees</b>	<b># Attached Pages</b>	<u><b>1</b></u>
<b>From:</b>	<b>David Grimes, Director of Personnel and Student Services</b>		

**Subject: Classified Personnel Transactions**

### New Hire

Lisa Colburn, Instructional Specialist/PH Autism  
Amber Guerra, Groundskeeper

### Resignation

Roxanne Luppino, College and Career Coordinator  
Anne Walters-Cooke, Integrated Services Technician

### Retirement

Prestinna Miles, Certificated Personnel Technician

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

**CONSENT AGENDA**



Lisa Colburn has been hired as an Instructional Specialist/PH Autism at Dudley Elementary School effective October 8, 2018.

Amber Guerra has been hired as a Groundskeeper for the District Office effective November 5, 2018.

Roxanne Luppino is resigning from her position as College and Career Coordinator at Center High School effective November 9, 2018.

Anne Walters-Cooke is resigning from her position as Integrated Services Technician effective November 30, 2018.

Prestinna Miles is retiring from her position as Certificated Personnel Technician effective January 31, 2019.

***District***

**AGENDA REQUEST FOR:**

**Dept./Site: Personnel Department**

Action Item	<u>X</u>
-------------	----------

**Date:** November 14, 2018

### Information Item

**To: Board of Trustees**

# Attached Pages 1

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

**Subject: Certificated Personnel Transaction**

### New Hire

**Dorothy Smith-Steinman, Dudley Elementary School**

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

# CONTENT

X-5

**New Hire**

Dorothy Smith-Steinman has been hired as a Fourth Grade Teacher, Dudley Elementary School, effective October 15, 2018.

# Center Joint Unified School District

Dept./Site: Superintendent's Office

To: Board of Trustees

Date: November 14, 2018

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials: \_\_\_\_\_

## AGENDA REQUEST FOR:

Action Item X

Information Item \_\_\_\_\_

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

**SUBJECT: Resolution #14/2018-19: Naming of Authorized Person to Sign and Execute Any and All Documents Required By Department of Rehabilitation**

This resolution would authorize Scott A. Loehr, Superintendent, on behalf of Center Joint Unified School District to sign and execute any and all documents required by DOR to effectuate the execution of contract and/or amendments except to increase the financial liability of Center Joint Unified School District. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

Also attached is the three year agreement for Fiscal Year 2018/19, 2019/20, and 2020/21 which Scott Loehr can sign after approved as the authorized person to sign.

**RECOMMENDATION: CJUSD Board of Trustees approve Resolution #14/2018-19: Naming of Authorized Person to Sign and Execute Any and All Documents Required By Department of Rehabilitation.**

CONSENT AGENDA

STATE OF CALIFORNIA

DEPARTMENT OF REHABILITATION

**BOARD RESOLUTION**

DR 324 (New 01/94) Computer Generated

☒ Original☐ Amendment # \_\_\_\_\_

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FULL Name of Corporation or Public AgencyCenter Joint Unified School District

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WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation, and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person:

Name of Person Authorized to Sign Agreement	Title of Person Authorized to Sign Agreement
Scott A. Loehr	Superintendent

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.

---

**CERTIFICATION**

---


I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

---

Address Where Board Meeting Held

4747 PFE Road- Room 503, Board Room, Roseville, CA 95747

Date of Board Meeting	Signature of Recording Secretary	Date Signed
November 14, 2018		

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

30825

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Center Joint Unified School District

2. The term of this July 1, 2018 through June 30, 2021

Agreement is:

3. The maximum amount  
of this Agreement is: \$336,300.00 Certified Expenditure \$219,327.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

**CFDA #84.126A State Vocational Rehabilitation Services Program**

Exhibit A - Scope of Work

1 page

Exhibit A.1 - Contractor's Program Scope of Work

10 pages

Exhibit B - Budget Detail and Payment Provisions

4 pages

Exhibit B.1 - Contractor's Program Budget and Narrative

11 pages

Exhibit C\* - General Terms and Conditions GTC 04/2017 (Dated 04/2017)

Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)

8 pages

Exhibit E - Additional Provisions - Federally Funded Agreements

3 pages

Exhibit F - Additional Provisions - Cooperative/Case Service Agreements

3 pages

Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation

1 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Center Joint Unified School District

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

8408 Watt Avenue, Antelope, CA 95843  
7001-A East Parkway, Suite 1000, Antelope, CA 95843 (Billing)

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Cynthia Robinson, Acting Chief, Contracts and Procurement Section

ADDRESS

721 Capitol Mall, 6th Floor, Sacramento, CA 95814

California Department of General  
Services Use Only

☐ Exempt per:

**EXHIBIT A**  
**(Standard Agreement - Subvention)**

**1. PURPOSE**

Subvention: VR Third Party Cooperative/Case Service Agreements: Transition Partnership Program

**2. AUTHORITY**

Legislation: Rehabilitation Act of 1973, as amended, Title I, Parts A and B, Sec. 100-111; 29 U.S.C. 720-731.

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

**3. CONTRACT REPRESENTATIVES**

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

<b><u>Department of Rehabilitation</u></b> <b><u>Contract Administrator</u></b> Wes Roberson 721 Capitol Mall Sacramento, CA 95814 (916)-558-5306 <a href="mailto:Wesley.Roberson@dor.ca.gov">Wesley.Roberson@dor.ca.gov</a>	<b><u>Contract</u></b> <b><u>Center USD</u></b> Shawna Pacheco 3111 Center Court Lane Antelope, CA 95843 (916) 338-6378 <a href="mailto:spacheco@centerusd.org">spacheco@centerusd.org</a>
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**4. DESCRIPTION OF SERVICES/DELIVERABLES**

See attached program description - EXHIBIT A.1

**EXHIBIT A.1**  
**(Standard Agreement - Subvention)**  
**Center Joint Unified School District**  
**Transition Partnership Program (TPP)**

**SCOPE OF WORK**

**I. Introduction**

This Cooperative Contract is designed to jointly serve the mutual consumers receiving services from the Department of Rehabilitation (DOR), Northern Sierra District through the Roseville office and the Center Joint Unified School District (CJUSD). Staff and resources are combined to provide vocational rehabilitation services through this Transition Partnership Program (TPP).

The following CJUSD high school site will be served under this cooperative contract:  
Comprehensive High School – Center High School.

Students with significant disabilities ages 16-21 may be referred for DOR Student Services or VR services through the CJUSD Transition Partnership Program, while in high school. TPP staff from the CJUSD will work closely with the DOR Counselor throughout the referral, eligibility, planning, and follow-up processes to ensure coordinated VR service provision that will lead to successful employment outcomes. Cooperative processes include: sharing of pertinent TPP students'/consumers' information to assist in evaluation and planning; collaborative intake and planning meetings; linkages to school-based vocational training programs and other support resources for the purpose of employment.

**DOR STUDENT SERVICES**

For fiscal year 2018-2019, a total of 48 unduplicated TPP students will receive **DOR Student Services** through this cooperative contract.

It is expected that 18 TPP students will be referred for DOR Student Services.

For fiscal year 2019-2020, a total of 48 unduplicated TPP students will receive **DOR Student Services** through this cooperative contract.

It is expected that 18 TPP students will be referred for DOR Student Services.

For fiscal year 2020-2021, a total of 48 unduplicated TPP students will receive **DOR Student Services** through this cooperative contract.

It is expected that 18 TPP students will be referred for DOR Student Services.

**VOCATIONAL REHABILITATION (VR) EMPLOYMENT SERVICES**

For fiscal year 2018-2019, a total of 9 unduplicated DOR consumers will receive **Vocational Rehabilitation (VR) Employment Services** through this cooperative contract.

It is expected that 6 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:



Close 5 cases successfully employed

For fiscal year 2019-2020, a total of 9 unduplicated DOR consumers will receive **Vocational Rehabilitation (VR) Employment Services** through this cooperative contract.

It is expected that 6 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:  
Close 5 cases successfully employed

For fiscal year 2020-2021, a total of 9 unduplicated DOR consumers will receive **Vocational Rehabilitation (VR) Employment Services** through this cooperative contract.

It is expected that 6 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:  
Close 5 cases successfully employed

## **II. Services to be Provided**

### **DOR Student Services**

TPP DOR Student Services are a coordinated set of services available for students with disabilities, to provide transition services to students from the age of 16 through 21. DOR Student Services may be delivered in a classroom, community, or individual setting. Upon TPP student exit from high school TPP DOR Student Services will end.

The coordinated DOR Student Services activities shall include DOR, the school, and other appropriate agencies that may provide services to the student/DOR consumer including Regional Centers, the One Stop system, and Social Security administration. DOR Student Services are based upon the individual student/DOR consumer needs, taking into account the student's preferences and interests, and shall include instruction, community experiences.

The following DOR Student Services are designed to be provided under the auspices of a DOR third-party cooperative agreement, and individualized to each student/DOR consumer needs and interests.

The services described in sections A-E are DOR Student Services, designed to support students with disabilities in exploring transition from school and preparing for successful employment and/or postsecondary education.

DOR Student Services are available to students who are potentially eligible or students who have been determined eligible for VR services. Students participating in DOR Student Services through this contract will primarily be provided services as potentially eligible. Students who require additional services to participate in DOR Student Services may need to apply for VR services. Students who have been determined eligible for the VR services may be provided with DOR Student Services either pre- or post- (Individual Plan for Employment) IPE development.

## **A. DOR Student Services Job Exploration Counseling**

### **1. Description of Service**

Job Exploration Counseling services provide an individualized, timely, and systematic process by which a participant seeking employment gains knowledge of career paths and job opportunities and learns to identify strengths, barriers to employment, viable vocational options, and objectives necessary to achieve one or more employment goals. Job exploration counseling will be provided in conjunction with the counseling provided by the DOR counselor. Job Exploration Counseling may include discussion, analysis, or information on:

- The local labor market
- In-demand industries and occupations
- Non-traditional employment options
- Interest in post-secondary training or education
- Career aptitude, career skills, and vocational interest inventories
- The participant's vocational interest inventory results
- Identification of career pathways of interest to the participant, and the skills and qualifications necessary to be successful in these occupations.
- The participant's prior work experience and transferable skills
- Career speakers

Reporting of job exploration activities completed, findings, and recommendations will be provided to the referring DOR Counselor.

The TPP Program Coordinator, TPP Employment Specialist, TPP Program Assistant, TPP Vocational Specialist, TPP Vocational Specialist Assistant, and TPP Vocational Training Mentor will provide Job Exploration Counseling.

### **2. Service Goals/Number to be served**

During fiscal year 2018-2019, it is expected that:

- There shall be 35 student/DOR consumers who receive Job Exploration Counseling services.

During fiscal year 2019-2020, it is expected that:

- There shall be 35 student/DOR consumers who receive Job Exploration Counseling services.

During fiscal year 2020/2021, it is expected that:

- There shall be 35 student/DOR consumers who receive Job Exploration Counseling services.

## **B. DOR Student Services Workplace Readiness Training**

### **1. Description of Service**

Workplace Readiness Training services consist of instruction with curricular supports which can be provided in a classroom, group, or individual setting. Workplace readiness skills are a set of skills and behaviors that are necessary for any job. This secondary school instruction is intended to support goals and objectives and will typically be provided until the student exits the secondary school system, in accordance with the needs and informed choice of the student. Workplace

Readiness training can be provided through instruction or other activities where the student can learn and apply the knowledge.

Workplace readiness training may include, but not limited to, training in the following subject matters:

- Soft skills needed for successful employment including:
  - Communication with coworkers
  - Attitudes about work
  - Decision making while on the job
  - Conflict resolution skills
  - Problem solving techniques
  - Appropriate work place written communication skills
- Interviewing techniques
- Resume development
- Application preparation
- Appropriate work behaviors including:
  - Grooming and hygiene while on the job
  - Use of a cell phone
  - Social media professionalism
  - Maintaining a healthy life style while at work
  - Time management
  - Developing friendships with coworkers
  - Community safety
- Employer expectations such as punctuality and performance
- Relevant work practices
- Travel training
- Financial literacy
  - Money management
  - Assistance in becoming knowledgeable regarding the impact of employment on a participant's disability and benefits

Reporting on workplace readiness training activities will be provided to the referring DOR counselor.

The TPP Program Coordinator, TPP Employment Specialist, TPP Program Assistant, TPP Vocational Specialist, TPP Vocational Specialist Assistant, and TPP Vocational Training Mentor will provide Workplace Readiness Training.

## **2. Service Goals/Number to be served**

During fiscal year 2018-2019, it is expected that:

- There shall be 35 student/DOR consumers who receive Workplace Readiness Training services.

During fiscal year 2019-2020, it is expected that:

- There shall be 35 student/DOR consumers who receive Workplace Readiness Training services.

During fiscal year 2020/2021, it is expected that:

- There shall be 35 student/DOR consumers who receive Workplace Readiness Training services.

### **C. DOR Student Services Work-based Learning Experiences:**

#### **1. Description of Service**

Work-based learning experiences use real work settings to provide participants with an opportunity to explore work in a competitive integrated environment. Work-based learning experiences provide participants with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. Participants may participate in more than one work-based learning experience, as appropriate for the participant. Work-based learning experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy, foundational employment skills.

Work based learning experiences include work experience services consisting of short-term placements both on and off campus and monitoring the participant's performance in the work environment. Work experience may include:

- Paid/unpaid internships
- Paid/unpaid placement
- Summer work experience
- Apprenticeships (informal)
- Informational interviews
- Workplace tours
- Job shadowing

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. Work Experience supervisors will evaluate participants and submit written reports to the DOR counselor on a monthly basis.

The TPP Program Coordinator, TPP Employment Specialist, TPP Program Assistant, TPP Vocational Specialist, TPP Vocational Specialist Assistant, and TPP Vocational Training Mentor will provide Work-based Learning Experiences.

#### **2. Service Goals/Number to be served**

During fiscal year 2018-2019, it is expected that:

- There shall be 15 student/DOR consumers who receive Work-based Learning Experiences services.
- 15 student/DOR consumers will participate in a Work Experience placement.

During fiscal year 2019-2020, it is expected that:

- There shall be 15 student/DOR consumers who receive Work-based Learning Experiences services.
- 15 student/DOR consumers will participate in a Work Experience placement.

During fiscal year 2020/2021, it is expected that:

- There shall be 15 student/DOR consumers who receive Work-based Learning Experiences services.
- 15 student/DOR consumers will participate in a Work Experience placement.

#### **D. DOR Student Services Instruction in Self Advocacy**

##### **1. Description of Service**

Instruction in Self-Advocacy services may be provided in a classroom, group, or individual setting to assist participants to effectively communicate, convey, negotiate, or assert his/her own interests and/or desires. Instruction may be provided through mentorships including peer, disability, or group mentoring. Self-Advocacy instruction may train participants in the following skills as they relate to successful employment:

- Self-awareness
- Disability understanding and disclosure
- Self-determination
- Setting goals
- Reasonable accommodation factors
- Utilizing available resources and support systems
- Taking a leadership role in the IEP, 504, or other person-centered planning process
- Positive self-talk
- Understanding workplace rights
- Understanding workplace responsibilities
- Effective communication and interpersonal skills

Reporting on Self-Advocacy instruction activities will be provided to the referring DOR counselor.

The TPP Program Coordinator, TPP Employment Specialist, TPP Program Assistant, TPP Vocational Specialist, TPP Vocational Specialist Assistant, and TPP Vocational Training Mentor will provide Instruction in Self Advocacy.

##### **2. Service Goals/Number to be served**

During fiscal year 2018-2019, it is expected that:

- There shall be 35 student/DOR consumers who receive Instruction in Self Advocacy services.

During fiscal year 2019-2020, it is expected that:

- There shall be 35 student/DOR consumers who receive Instruction in Self Advocacy services.

During fiscal year 2020/2021, it is expected that:

- There shall be 35 student/DOR consumers who receive Instruction in Self Advocacy services.



## **E. DOR Student Services Counseling on Post-Secondary Education**

### **1. Description of Service**

Counseling on post-secondary education services include instruction with curricular supports which can be provided in a classroom, group, or individual setting. Participants interested in careers requiring post-secondary education may receive guidance on how skill development and knowledge relate to future opportunities in post-secondary education settings and employment. Counseling on post-secondary education may include instruction in the following subject matters:

- Explore career & post-secondary education options
- Learn about career pathways
- Discover post-secondary education resources and disability support services
- Assist with application/ enrollment process
- Identify financial aid options
- Identify technology needs
- Attend college fairs & tours

The TPP Program Coordinator, TPP Employment Specialist, TPP Program Assistant, TTP Vocational Specialist, and TPP Vocational Specialist Assistant will provide Counseling on Post-Secondary Education.

### **2. Service Goals/Number to be served**

During fiscal year 2018-2019, it is expected that:

- There shall be 35 student/DOR consumers who receive Counseling on Post-Secondary Education services.

During fiscal year 2019-2020, it is expected that:

- There shall be 35 student/DOR consumers who receive Counseling on Post-Secondary Education services.

During fiscal year 2020/2021, it is expected that:

- There shall be 35 student/DOR consumers who receive Counseling on Post-Secondary Education services.

## **Vocational Rehabilitation Employment Services**

Vocational Rehabilitation (VR) Employment Services assist a DOR consumer prepare for, obtain, and retain employment. A continuum of services provides guidance and direction to a DOR consumer in the development of job search techniques and appropriate work-related behaviors that will enhance the consumer's employability. VR Employment Services components provide assistance in the development of job search skills, coordination of job search activities, and identification of appropriate job openings. Services are designed to support DOR consumers and employers in achieving successful employment.

## **F. Employment Preparation**

### **1. Description of Service**

Employment Preparation services will be in concert with the DOR IPE to support plan activities, goals and objectives.

Activities may include instruction regarding techniques for obtaining and maintaining employment, such as:

- Mock Interviewing
- Tailored resume development
- Job Search techniques related to the vocational goal
- Assistance with completing applications specific to the vocational goal
- Appropriate work behaviors/soft skills
- Relevant work practices specific to the vocational goal
- Appropriate grooming and hygiene
- Self-Advocacy
- Identification of additional support needs
- Assistance in becoming knowledgeable regarding the impact of employment on a student/DOR consumer's disability and benefits

Reporting on employment preparation activities will be provided to the referring DOR counselor on a monthly basis.

The TPP Program Coordinator, TPP Employment Specialist, and TPP Program Assistant will provide Employment Preparation.

### **2. Service Goals/Number to be served**

During fiscal year 2018-2019, it is expected that:

- There shall be 8 DOR consumers who receive Employment Preparation services.

During fiscal year 2019-2020, it is expected that:

- There shall be 8 DOR consumers who receive Employment Preparation services.

During fiscal year 2020-2021, it is expected that:

- There shall be 8 DOR consumers who receive Employment Preparation services.

## **G. Job Development, Placement and Follow-up:**

### **1. Description of Service**

Assist job-ready DOR consumers, both in school and out-of-school, to obtain permanent employment in the community by identifying specific job openings that are appropriate for each DOR consumer, assisting in placing the DOR consumer in the job, orienting the DOR consumer to the job, and identifying specific ongoing support and resource needs.

Activities include:

- Contacting employers and build networks to develop and/or identify job opportunities
- Work site analysis, as needed

- Job site consultation to identify or modify barriers
- Negotiating job accommodations
- Negotiating customized employment placement
- Maintaining an organized system of current job openings
- Assisting DOR consumers to find jobs which match their Individual Plan for Employment vocational goal
- Providing instruction in self-advocacy
- Assisting a DOR consumer become knowledgeable regarding the conditions of their employment, such as:
  - *Job description*
  - *Name of immediate supervisor*
  - *Responsibilities of the employee*
  - *Wage payment practices*
  - *Benefits*
  - *Conflict resolution procedures*
  - *Health and safety practices*
- No less than two contacts per month with the DOR consumer and/or their employer post-placement to ensure job satisfaction upon acceptance of employment.

The TPP Program Coordinator, TPP Employment Specialist, and TPP Program Assistant will provide Job Development, Placement, and Follow-up.

## **2. Service Goals/Number to be served**

During fiscal year 2018/2019, it is expected that:

- There shall be 7 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 6 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 5 successful DOR closures.

During fiscal year 2019/2020, it is expected that:

- There shall be 7 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 6 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 5 successful DOR closures.

During fiscal year 2020/2021, it is expected that:

- There shall be 7 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 6 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 5 successful DOR closures.

## **H. Short Term Supports Service**

### **1. Description of Service**

The Short-Term Supports (STS) service is provided to the DOR consumer upon placement into a Competitive Integrated Employment (CIE) setting. Employment settings include but are not limited to: Work-Based Learning Experiences, or placement into a permanent job.



This service is time-limited, proactive, and individualized to match the consumer's employment-related needs. The STS service focuses on assisting the DOR consumer to learn job duties, adjust to the work environment, and maintain CIE by developing natural supports within the employment setting. STS is completed within 90 days, unless additional support is needed to ensure stabilization in the employment setting.

The TPP Program Coordinator, TPP Employment Specialist, and TPP Program Assistant will provide Short Term Supports Service.

## **2. Service Goals/Number to be served**

During fiscal year 2018/2019, it is expected that:

- There shall be 4 DOR consumers who receive Short Term Support Services.

During fiscal year 2019/2020, it is expected that:

- There shall be 4 DOR consumers who receive Short Term Support Services.

During fiscal year 2020/2021, it is expected that:

- There shall be 4 DOR consumers who receive Short Term Support Services.

## **III. Contract Administrator/Program Coordinator**

### Department of Rehabilitation

Wes Roberson, SSMI

721 Capitol Mall

Sacramento, CA 95814

(916)-558-5306

[Wesley.Roberson@dor.ca.gov](mailto:Wesley.Roberson@dor.ca.gov)

### Center USD

Shawna Pacheco

3111 Center Court Lane

Antelope, CA 95843

(916) 338-6378

[spacheco@centerusd.org](mailto:spacheco@centerusd.org)

## **IV. Linkages to Other Community Agencies**

Center TPP has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR student/consumers and avoid duplication of services:

- American River College
- Sierra Community College
- PRIDE Industries
- Project STRIPE
- California Conservation Corp
- One-Stop Career Center
- Medi-Cal
- Sacramento Works!

## **V. In Service Training**

Twice a year or more frequently as needed, in-service trainings will be conducted to cross-train contract agency and DOR staff in each agency's mission, goals, services, policies, procedures, and professional approaches. This may be done through quarterly meetings, monthly staff meetings, and other program related meetings.

**EXHIBIT B**  
**(Standard Agreement - Subvention)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

**A. Service Budget Payment of Expenditure**

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

**B. Submission of Invoice(s)**

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.
6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

### **C. Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

### **D. Invoice Claim Adjustments**

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

### **E. Budget Contract Amendments**

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.  
(Note: ALL changes must be made in bold.)

### **F. Travel Reimbursements**

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

## **2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

## **3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS**

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

## **4. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

## **5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT**

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

## **6. ACCOUNTING SYSTEM REQUIREMENTS**

A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
- Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.

B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations



## Exhibit B.1

**Center Joint USD TPP****Program Budget and Match Summary****July 1, 2018 - June 30, 2021**

	<b>FY 7/1/2018 to 6/30/2019</b>	<b>FY 7/1/2019 to 6/30/2020</b>	<b>FY 7/1/2020 to 6/30/2021</b>
	<b><u>TOTALS</u></b>	<b><u>TOTALS</u></b>	<b><u>TOTALS</u></b>
<b>DOR PROGRAM COSTS</b> (From DOR Program Budget)	<b>\$98,800</b>	<b>\$98,800</b>	<b>\$98,800</b>
<b>DOR Student Services Service Budget</b>	<b>\$85,737.00</b>	<b>\$85,737.00</b>	<b>\$85,737.00</b>
<b>VR Employment Services Service Budget</b> (If Applicable)	<b>\$26,363.00</b>	<b>\$26,363.00</b>	<b>\$26,363.00</b>
<b>TOTAL PAYMENT BY DOR TO CONTRACTOR</b> (From Service Budget)	<b>\$112,100</b>	<b>\$112,100</b>	<b>\$112,100</b>
<b>TOTAL FEDERAL COSTS</b>	<b>\$210,900</b>	<b>\$210,900</b>	<b>\$210,900</b>
<b>Certified Match (If applicable)</b>	<b>\$71,343</b> 25.28%	<b>\$73,563</b> 25.86%	<b>\$74,421</b> 26.08%
<b>Total Federal Share</b>	<b>\$210,900</b> 74.72%	<b>\$210,900</b> 74.14%	<b>\$210,900</b> 73.92%
<b>Cash Match (If applicable)</b>			
	0%	0%	0%
<b>Total Federal Share</b>	<b>\$0</b> 0%	<b>\$0</b> 0%	<b>\$0</b> 0%
<b>TOTAL STATE MATCH</b>	<b>\$71,343</b>	<b>\$73,563</b>	<b>\$74,421</b>

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.

**Center Joint Unified School District**

**DOR Program Budget**  
**July 1, 2018 - June 30, 2021**

<b><u>ITEM</u></b>	<b><u>FTE EXPENDITURE</u></b>	<b><u>FY 7/1/2018 to 6/30/2019 TOTAL</u></b>	<b><u>FY 7/1/2019 to 6/30/2020 TOTAL</u></b>	<b><u>FY 7/1/2020 to 6/30/2021 TOTAL</u></b>
Rehabilitation Team Unit 1 FTE = \$110,377	FTE Counselor Units	0.58 \$64,019	0.58 \$64,019	0.58 \$64,019
Case Services (Individual Consumer Expenses)		34,781	34,781	34,781
	<b>SUBTOTAL</b>	<b>\$98,800</b>	<b>\$98,800</b>	<b>\$98,800</b>
Case Service Contract(s):				
<b>TOTAL DOR PROGRAM COST</b>		<b>\$98,800</b>	<b>\$98,800</b>	<b>\$98,800</b>

**STATE OF CALIFORNIA**  
**TPP SERVICE BUDGET- DOR STUDENT SERVICES**

**DEPARTMENT OF REHABILITATION**

☐ Original

☐ Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X		
Center Joint Unified School District 7001-A East Parkway, Suite 1000 Antelope, CA 95843					94-6002490			1 of 1		
		Budget Period			Budget Period			Budget Period		
		7-1-2018 to 6-30-2019			7-1-2019 to 6-30-2020			7-1-2020 to 6-30-2021		
		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	TPP Program Coordinator-1 FTE=	\$71,791.95	0.3750	\$26,921.98	\$73,215.18	0.3750	\$27,455.69	\$ 73,613.54	0.3750	\$27,605.08
2	40 hrs/wk, 12 months + benefits (220 days)									
3										
4	TPP Employment Specialist-1 FTE=	\$52,255.70	0.3750	\$19,595.89	\$53,325.77	0.3750	\$19,997.16	\$ 54,514.73	0.3750	\$20,443.02
5	40 hrs/wk, 11 months + benefits (200 days)									
6										
7	TPP Program Assistant-1 FTE=	\$39,778.31	0.5625	\$22,375.30	\$40,435.62	0.5625	\$22,745.04	\$ 41,165.98	0.5625	\$23,155.86
8	30 hrs/wk, 10 months + benefits (180 days)									
9										
10										
16										
17										
18	Subtotal			\$68,893.17			\$70,197.89			\$71,203.97
19	OPERATING EXPENSES									
20	Office Supplies			\$3,139.00			\$2,334.00			\$1,528.00
21	Mileage			\$200.00			\$200.00			\$200.00
22	Instruction Materials			\$2,000.00			\$1,500.00			\$1,300.00
23										
24										
25										
26										
27	Operating Subtotal			\$5,339.00			\$4,034.00			\$3,028.00
28	Personnel and Operating Subtotal			\$74,232.17			\$74,231.89			\$74,231.97
29	Indirect Rate Percentage			6.54%			6.54%			6.54%
30	Indirect Cost			\$4,854.78			\$4,854.77			\$4,854.77
31	Workplace Readiness Training			\$4,400.00			\$4,400.00			\$4,400.00
32	Work-based Learning			\$2,250.00			\$2,250.00			\$2,250.00
	TOTAL (rounded to nearest dollar)			\$85,737			\$85,737			\$85,737



**STATE OF CALIFORNIA**  
**TPP SERVICE BUDGET - VR EMPLOYMENT SERVICES**

**DEPARTMENT OF REHABILITATION**

☒ Original

☐ Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X		
Center Joint Unified School District 7001-A East Parkway, Suite 1000 Antelope, CA 95843					94-6002490			1 of 1		
		Budget Period			Budget Period			Budget Period		
		7-1-2018 to 6-30-2019			7-1-2019 to 6-30-2020			7-1-2020 to 6-30-2021		
		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
Line No.	PERSONNEL Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	TPP Program Coordinator-1 FTE =	\$71,791.95	0.1250	\$8,973.99	\$73,215.18	0.1250	\$9,151.90	\$ 73,613.54	0.1250	\$9,201.89
2	40 hrs/week, 12 months + benefits (220 days)									
3										
4	TPP Employment Specialist-1 FTE =	\$52,255.70	0.1250	\$6,531.96	\$53,325.77	0.1250	\$6,665.72	\$ 54,514.73	0.1250	\$6,814.34
5	40 hrs/week, 11 months + benefits (200 days)									
6										
7	TPP Program Assistant-1 FTE =	\$39,778.31	0.1850	\$7,358.99	\$40,435.62	0.1850	\$7,480.59	\$ 41,165.98	0.1850	\$7,615.71
8	30 hrs/week, 10 months + benefits (180 days)									
9										
10										
11										
12										
13										
14										
15										
16										
17										
18	Subtotal			\$22,864.94			\$23,298.21			\$23,631.74
19	OPERATING EXPENSES									
20	Office Supplies			\$1,480.00			\$846.50			\$313.00
21	Mileage			\$400.00			\$800.00			\$800.00
22										
23										
24										
25										
26										
27	Operating Subtotal			\$1,880.00			\$1,446.50			\$1,113.00
28	Personnel and Operating Subtotal			\$24,744.94			\$24,744.71			\$24,744.74
29	Indirect Rate Percentage			6.54%			6.54%			6.54%
30	Indirect Cost			\$1,618.32			\$1,618.30			\$1,618.31
	TOTAL (rounded to nearest dollar)			\$26,363			\$26,363			\$26,363

## **TPP SERVICE BUDGET NARRATIVE**

### **Student Services**

#### **PERSONNEL**

All TPP staff receive benefits which include sick and vacation leave, PERS Retirement, Life, Medical, Dental and Vision, and payroll taxes:

PERS – 18.062%-23.5%

Social Security – 6.20%

MediCare – 1.45%

Unemployment .05%

Workers' Compensation - 1.178%

Health & Welfare - vary with individual (cost \$1,500 - \$15,000 per year)

Benefit totals for this agreement are reported as a prorated sum of both statutory and elective health coverage, based on the amount of time each employee has dedicated to the contract.

#### **TPP Program Coordinator**

**Cooperative Duties:** Coordinates Center Unified School District TPP development and implementation. Oversees activities of TPP personnel and serves as liaison with DOR Supervisor and Contract Administrator.

#### **Job Duties:**

- Supervises Cooperative Agency TPP staff
- Monitors program expenditures and payments
- Maintains ongoing contact with DOR Supervisor and Contract Administrator
- Facilitates collaboration between DOR and school district personnel to assure successful partnership
- Coordinates curriculum development in Cooperative Agency schools
- Coordinates staff development activities to ensure that special education teachers understand and support DOR/TPP activities
- Develops linkages to other school district and community-based programs and support services that may benefit potentially eligible/VR consumers.
- Ensures that TPP staff email quarterly and/or monthly progress reports to the DRVRT and DOR Contract Administrator
- Maintains accurate TPP potentially eligible student/ VR consumers case files and records for the Contract Agency
- Ensures the provision of DOR Student Services to TPP potentially eligible/VR consumers students by all TPP staff
- Provides guidance and support to potentially eligible students/VR consumers to assist in personal and social adjustment, job search and job maintenance
- Meets with TPP Employment Specialist, TPP Program Assistant, and potentially eligible TPP students/VR consumers to determine appropriate work-based experiences related to their vocational interests and goals

#### **Traditional Education Duties – Center Unified School District WorkAbility Coordinator:**

Maintain knowledge of state and federal legislation and regulations affecting special education

- Provides special education support to parents and students, school staff, and administrators in a region comprised of elementary, middle, and high school sites
- Assists with hiring and supervision of personnel directly assigned to the WorkAbility Program.
- Represents Special Education on professional and district committees

- Coordinates professional development needed for teachers and other special education support staff
- Recruits WorkAbility students and assists in assessing their job skills and interests for positions
- Responsible for the WorkAbility yearly budget

#### **TPP Employment Specialist (ES)**

- **Cooperative Duties:** In coordination with TPP Program Coordinator, develops and provides work-based learning experiences for potentially eligible students/VR consumers related to their vocational interests and goals, and DOR Student Services to potentially eligible students/VR consumers.

#### **Job Duties:**

- Maintains records and files related to contract duties
- Develops linkages to other school district and community-based programs and support services that may benefit potentially eligible students/VR consumers
- Maintains accurate potentially eligible students/VR consumers case files and records for the Contract Agency
- Maintains regular contact with DRVRT regarding progress of potentially eligible students/VR consumers through monthly reports, email, phone conversations, and/or face to face meetings
- Provides guidance and support to potentially eligible students/VR consumers to assist in personal and social adjustment, job search and job maintenance
- Coordinates support services with TPP staff, agency personnel and community-based Organizations
- Provides information on in-demand industries and occupations to students
- Instructs TPP students in Soft Skills needed for successful employment
- Meets with TPP Program Coordinator and potentially eligible students/VR consumers to determine appropriate work-based experiences related to their vocational interests and goals
- Assists TPP students in understanding workplace responsibilities

**Traditional Education Duties – Center Unified School District WorkAbility Job Developer:** Initiates and maintains ongoing personal contacts with a variety of business, industry representatives, and training agencies to promote WorkAbility programs to student placement

- Provides career assessment testing for all students in special education
- Provides updated transition information to students in special education
- Monitors student performance on the job, counsel's students when job performance is not satisfactory
- Works with students to improve job performance and gain necessary job skills or reviews other employment options.
- Maintains contact with employers during the student's employment and reports results to WorkAbility Coordinator
- Helps develop and monitors Employment Training Plans
- Provides short-term job coaching, follow-along, and follow-up services to facilitate student success in employment
- Contracts local public and private employers to develop and coordinate WorkAbility work-based learning experiences for students including career interviews, job shadows, exploratory/unpaid work experience, and targeted job training
- Provides guidance and support to students to assist in personal and social adjustment, job search, and job maintenance

### **TPP Program Assistant**

- **Coordinative Duties:** Assists TPP staff and DRVRT in delivering DOR Student Services by providing pertinent pre-employment training to potentially eligible students/VR consumers.

### **Job Duties:**

- Maintains records and files related to contract duties
- Develops linkages to other school district and community-based programs and support services that may benefit potentially eligible students/ VR consumers
- Maintains accurate potentially eligible students/ VR consumers case files and records for the Contract Agency
- Maintains regular contact with DRVRT regarding progress of potentially eligible students/ VR consumers through monthly reports, email, phone conversations, and/or face to face meetings
- Answers phone, provides requested information, and takes messages for TPP
- Provides monthly progress reports for the TPP Program Coordinator and DRVRT Counselor for work experience for TPP student
- Documents case notes on potentially eligible students/ VR consumers progress
- Assists the TPP Employment Specialist with the job exploration process and shares findings and recommendations with the DRVRT
- Provides guidance and support to potentially eligible students/VR consumers to assist in personal and social adjustment, job search and job maintenance
- Instructs TPP students on career pathways
- Assists TPP students in resume development and interviewing techniques
- Assist in the development of work experiences

### **Traditional Education Duties – Center Unified School District WorkAbility Program Assistant:**

Assists Program Coordinator and Job Developer in initiating and maintaining ongoing personal contacts with a variety of business, industry representatives, and training agencies to promote WorkAbility programs to student placement

- Assists with career assessment testing for all students in special education
- Assists in providing updated transition information to students in special education
- May assist Job Developer with monitoring student performance on the job, counsels students when job performance is not satisfactory
- Works with students to improve job performance and gain necessary job skills or reviews other employment options.
- May contact employers and report results to WorkAbility Coordinator
- Provides short-term job coaching, follow-along, and follow-up services to facilitate student success in employment
- Provides guidance and support to students to assist in personal and social adjustment, job search, and job maintenance
- Maintains accurate records and files
- Answers phone, provides requested information, and takes messages

### **OPERATING EXPENSES**

- **Office Supplies** – Consumable office supplies, to be used during the contract period, including but not limited to binders, paper, paper clips, pencils, pens, envelopes, printer cartridges, file folders and labels, portfolio folders, correction fluid, staples, stamp ink,



scotch tape, memo pads, highlighters, and pushpins for the purposes of providing services to potentially eligible students/ VR consumers.

**Mileage**—Mileage to include transportation costs in personal vehicles for Cooperative Agency/TPP staff and travel related to provision of contract services and activities in connection with this Transition Partnership Program. The mileage rate will be at the state approved rate.

**Instructional Materials** – Materials for use in employment preparation, instruction, and vocational activities with TPP students/consumers and potentially eligible students, including informational materials.

#### **INDIRECT/ADMINISTRATIVE OVERHEAD**

Percentage of direct program costs for general management and support. This includes the CJUSD Budget, Accounting, Human Resources, and Maintenance and Operations Departments. Rate used is the rate calculated and approved annually by CDE.

#### **Workplace Readiness Training:**

Costs for the purchase of bus passes to support travel training instruction as part of Workplace Readiness Training services. Total amount budgeted is based on the anticipated number of TPP students receiving transportation training multiplied by the prevailing local student bus pass rates.

**Work-based Learning:** Cost for the purchase of shoes, work clothing, and uniforms required to participate in a work-based learning experience(s). Total amount budgeted is based on the anticipated number of TPP students to participate in Work-based Learning services based on the contract service goal, and up to \$150 allowance per TPP student.

The TPP budgets \$150.00 per student, and the program has a goal of providing Work-based Learning experiences to 15 students. Therefore, the total budgeted amount for the Work-based Learning line item will be set at \$2,250.00

Receipts for the items purchased must be retained by the TPP, and submitted with the monthly invoice to the DOR Contract Administrator.

# COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2018 - June 30, 2021

Contractor Name and Address				Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. "NOTE" No portion of the below expenditures shall come from Federal Funds or WorkAbility I Funds.					
Center Joint Unified School District 7001-A East Parkway, Suite 1000 Antelope, CA 95843									
Item Expenditure	FY 7/1/2018 to 6/30/2019			FY 7/1/2019 to 6/30/2020			FY 7/1/2020 to 6/30/2021		
PERSONNEL - Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary	Annual FTE	Annual Amount Certified	Annual Salary	Annual FTE	Annual Amount Certified
TPP Vocational Specialist - 1FTE = 36.25hrs/week, 10 months	\$118,149.72	0.20	\$23,629.94	\$119,852.39	0.20	\$23,970.48	\$120,745.14	0.20	\$24,149.03
TPP Vocational Specialist - 1FTE = 36.25hrs/week, 10 months	\$94,298.01	0.20	\$18,859.60	\$98,573.50	0.20	\$19,714.70	\$99,351.58	0.20	\$19,870.32
TPP Vocational Specialist - 1FTE = 36.25hrs/week, 10 months	\$100,782.11	0.07	\$7,054.75	\$105,057.60	0.07	\$7,354.03	\$105,835.69	0.07	\$7,408.50
TPP Vocational Specialist Assistant - 1FTE = 30hrs/week, 10 months	\$31,993.18	0.17	\$5,438.84	\$34,452.36	0.17	\$5,856.90	\$35,141.31	0.17	\$5,974.02
TPP Vocational Specialist Assistant - 1FTE = 30hrs/week, 10 months	\$29,413.01	0.20	\$5,882.60	\$30,004.63	0.20	\$6,000.93	\$30,661.99	0.20	\$6,132.40
TPP Vocational Training Mentor - 1FTE = 40hrs/week, 12 months	\$69,848.24	0.15	\$10,477.24	\$71,104.23	0.15	\$10,665.63	\$72,575.78	0.15	\$10,886.37
<b>Personnel Subtotal</b>			<b>\$71,342.97</b>			<b>\$73,562.67</b>			<b>\$74,420.63</b>
<b>OPERATING EXPENSES</b>									
<b>Operating Subtotal</b>									
<b>Personnel and Operating Subtotal</b>			<b>\$71,342.97</b>			<b>\$73,562.67</b>			<b>\$74,420.63</b>
<b>Indirect Cost Percentage</b>									
<b>Indirect Cost Total</b>									
<b>TOTAL EXPENDITURES "CERTIFIED"</b>			<b>\$71,343</b>			<b>\$73,563</b>			<b>\$74,421</b>

## **CERTIFIED EXPENDITURE NARRATIVE**

### **PERSONNEL**

All TPP staff receive benefits which include sick and vacation leave, PERS or STRS Retirement, Life, Medical, Dental and Vision, and payroll taxes:

STRS (Certificated) – 16.28%

PERS (Classified) – 18.062%-23.5%

Social Security – 6.20%

MediCare – 1.45%

Unemployment .05%

Workers' Compensation - 1.718%

Health & Welfare - vary with individual (cost \$1,500 - \$15,000 per year)

Benefit totals for this agreement are reported as a prorated sum of both statutory and elective health coverage, based on the amount of time each employee has dedicated to the contract.

#### **TPP Vocational Specialist:**

Cooperative Duties: assists and collaborates with TPP staff to facilitate the movement of TPP students and/or potentially eligible students through the DOR Student Services. Provides vocational rehabilitation instruction with curricular supports as outlined in the Scope of Work and provides either direct and/or indirect collaboration in classes as needed for individual TPP students and or potentially eligible students. Performs other duties related to the provision of DOR Student Services as needed.

Specific Job Duties may include:

- Assists TPP students and/or potentially eligible students with job exploration
- Assists in developing self-management and self-advocacy skills, such as assisting students in setting goals, understanding workplace responsibilities, and using effective communication and interpersonal skills
- Provides vocational instruction in Workplace Readiness training, including teaching soft skills needed for successful employment and appropriate work behaviors
- Assists in exploring post-secondary opportunities and Provides Counseling on Post-Secondary Education
- Supports Work-based Learning Opportunities and connections, such as Paid/unpaid internships and Paid/unpaid placements
- Provides outreach and information to Potentially Eligible TPP students

#### **Traditional Education Duties – Special Education Teacher:**

- Provides academic instruction to students
- Teaches district approved core curriculum and provides an educational program designed to provide students with the academic skills to reach their maximum potential
- Implements all aspects of the student's IEP
- Formulates daily academic lesson plans, grades student achievement and monitors student progress with parents, counselors, and special education staff

#### **TPP Vocational Specialist Assistant:**

Cooperative Duties: Assists TPP Vocational Specialist in collaboration with TPP staff to facilitate the movement of TPP student and/or potentially eligible students through the DOR Student Services. Assists TPP Vocational Specialist in the provision of vocational rehabilitation instruction with curricular supports as outlined in the Scope of Work and provides either direct and/or indirect

collaboration in classes as needed for individual TPP students and/or potentially eligible students. Performs other duties related to assisting in the provision of DOR Student Services as needed.

Specific Job Duties may include assisting the TPP Vocational Specialist with the following:

- Assists TPP students and/or potentially eligible students with job exploration
- Assists in developing self-management and self-advocacy skills, such as how to utilize available resources and support systems
- Assists with Vocational Instruction in Workplace Readiness Training, including instruction time management, grooming and hygiene while on the job and money management
- Assists in exploring career & post-secondary education options
- Assists with support for Work-based Learning Opportunities and connections
- Provides outreach and information to Potentially Eligible TPP students

**Traditional Education Duties – Instructional Specialist:**

- Assists students with reading, spelling, math, and other subjects according to instructions and guidance from teachers
- Administers and scores curriculum unit tests
- Sets up and arranges supplies and equipment for student use
- Assists Special Education Teachers with planning and implementing individualized programs for students with disabilities

**TPP Vocational Training Mentor**

Cooperative Duties: assists and collaborates with TPP staff to facilitate the movement of TPP students and/or potentially eligible students through the DOR Student Services that lead to successful employment outcomes. Provides supervision and training to TPP students and/or potentially eligible students through school-based training program/work-based readiness training, culminating in the acquisition of transferrable skills.

Specific Job Duties may include:

- Provides TPP students and/or potentially eligible students with hands on, work base learning experiences, based on individual TPP students' needs
- Facilitates workplace learning opportunities and offers work-based learning connections
- Mentors TPP students and/or potentially eligible students in developing soft skills, self-advocacy, and workplace readiness
- Collaborates with TPP staff to provide TPP students and potentially eligible students with Employment Skills Evaluations for work performance improvement
- Maintains accurate training record of attendance
- Trains TPP students and/or potentially eligible students in workplace safety and facilitates a safe working environment at all times

**Traditional Education Duties – Technology Specialist:**

- Performs analysis, development, and implementation of applications involving computer hardware, software, servers, and network components
- Performs trouble shooting, analysis and resolution of computer and networking problems
- Responds to user problem requests
- Performs user training and in-service



## **EXHIBIT C**

### **GENERAL TERMS AND CONDITIONS (GTC 4/2017)**

**PLEASE NOTE:** The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

**EXHIBIT D**  
**(Standard Agreement - Subvention)**

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION & COMPLIANCE**

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

**2. DISPUTES**

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

**3. RIGHT TO TERMINATE**

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

#### **4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES**

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

#### **5. INSURANCE REQUIREMENTS**

##### **General Provisions Applying to All Policies**

- A. Coverage Term** – Coverage needs to be in force for the complete term of the Contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- i. **Commercial General Liability** – Contractor's liability shall be primary and non-contributory over any other valid or collectible insurance and self-insurance. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

*The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

**Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.**

- ii. **Automobile Liability (If Applicable)** – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
- **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity up to 7 people (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 8 –15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,500,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.
  - **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity of up to 15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.

**The same additional insured designation and endorsement required for general liability is to be provided for this coverage.**

- iii. **Workers Compensation and Employers Liability** – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be



engaged in the performance of the Agreement. Employer's liability limits of \$ 1,000,000 are required.

**The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.**

- iv. Self-insurance - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

## **6. CONFLICT OF INTEREST**

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

## **7. CONFIDENTIALITY**

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [iso@dor.ca.gov](mailto:iso@dor.ca.gov).
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by

the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
  3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:  
<http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## **8. AUDIT AND REVIEW REQUIREMENTS**

### **A. General Audit and Review Requirements**

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and

regulations, including the applicable OMB cost principles and administrative requirements.

4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.

**B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):**

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

**9. COMPETITIVE BIDDING AND PROCUREMENTS**

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

**10. USE OF SUBCONTRACTOR(S)**

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and



D. Upon termination of any subcontract, the State shall be notified immediately, in writing.

E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

#### **11. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

#### **12. CONTRACT AMENDMENTS**

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

#### **13. SOFTWARE**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### **14. THEFT SENSITIVE ITEMS**

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services

## **15. ATTRIBUTION**

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

## **16. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

The contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

## **EXHIBIT E**

### **(Standard Agreement - Subvention)**

#### **ADDITIONAL PROVISIONS – Federally Funded Agreements**

##### **1. FEDERAL REQUIREMENTS**

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at [www.ecfr.gov](http://www.ecfr.gov) under Title 2-Grants and Agreements.

##### **2. FEDERAL FUNDING INTELLECTUAL PROPERTY**

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - 1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
  - 2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

##### **3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

#### **4. PROHIBITION ON TAX DELINQUENCY**

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) [https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml),

(Board of Equalization) <http://www.boe.ca.gov/sutax/top500.htm>

#### **5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT**

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
  - 1. Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
  - 2. Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
  - 3. Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
  - 4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

**6. RETURN OF INAPPROPRIATE USE OF FUNDS**

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

**7. AMERICANS WITH DISABILITIES ACT (ADA)**

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.



**EXHIBIT F**  
**(Standard Agreement-Subvention)**

**ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES**

**1. MATCH REQUIREMENTS**

For Agreements that include **CERTIFIED EXPENDITURE MATCH**:

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

**2. INDIRECT COSTS**

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate

approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

### **3. CONTRACT HANDBOOK**

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

### **4. DOR'S CONTRACT MONITORING**

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.



**J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:**

- **Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.**
- **Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.**
- **Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.**
- **Verify that Contract staff provide services only to authorized DOR consumers.**

**EXHIBIT G**  
**(COOP/TPP Agreements-Subvention)**

**ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION**

**I. CONTRACT MONITORING AND REPORTING**

The Contract Administrator/Program Manager shall monitor the contract by:

- Submitting Service Invoices (801B) and Certified Expenditure Summaries on a monthly basis, with a list of TPP students served that month
- Ensuring Personnel Activity Reports or time reporting documents and a list of TPP students served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of TPP students served as requested by DOR contract administrator
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at Quarterly Meetings
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor quarterly progress reports for TPP students' receiving DOR Student Services and monthly progress reports for students participating in Work-based Learning Experience and VR Employment Services. Progress reports should include TPP student's name and other necessary or required information to document the services provided and individual TPP students' progress in those services.

**II. Transportation**

The Contractor will not provide transportation to TPP students.

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 4/2017)

<b>1</b>	<b>INSTRUCTIONS:</b> Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by California state agencies to prepare Information Returns (Form 1099). See next page for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.															
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (As shown on your income tax return)															
	<b>SOLE PROPRIETOR OR INDIVIDUAL- ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)				<b>E-MAIL ADDRESS</b>											
	<b>MAILING ADDRESS</b>			<b>BUSINESS ADDRESS</b>												
	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>										
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>															<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer identification number.
<b>PAYEE ENTITY TYPE</b>	<input type="checkbox"/> <b>PARTNERSHIP</b> <div style="margin-left: 150px;"><b>CORPORATION:</b></div> <input type="checkbox"/> <b>ESTATE OR TRUST</b> <div style="margin-left: 100px;"> <input type="radio"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="radio"/> <b>LEGAL</b> (e.g., attorney services)  <input type="radio"/> <b>EXEMPT</b> (nonprofit)  <input type="radio"/> <b>ALL OTHERS</b> </div>															
<b>CHECK ONE BOX ONLY</b>	<input type="checkbox"/> <b>SOLE PROPRIETOR OR INDIVIDUAL</b> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>															
	Enter social security number (SSN) or Individual taxpayer identification number (ITIN) <div style="text-align: right; font-size: small;">(SSN required by authority of California Revenue and Tax Code sections 18646 and 18661)</div>															
<b>4</b>	<input type="checkbox"/> <b>CALIFORNIA RESIDENT</b> - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> <b>CALIFORNIA NON RESIDENT</b> (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding. <div style="margin-left: 40px;"> <input type="radio"/> No services performed in California.  <input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.         </div>															
<b>5</b>	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.</b>															
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)			<b>TITLE</b>		<b>TELEPHONE</b> (include area code)										
	<b>SIGNATURE</b>			<b>DATE</b>	<b>E-MAIL ADDRESS</b>											
<b>6</b>	<b>Please return completed form to:</b>															
	<b>DEPARTMENT/OFFICE</b> Rehabilitation			<b>UNIT/SECTION</b> Contracts and Procurement Section												
	<b>MAILING ADDRESS</b> 721 Capitol Mall, 6th Floor			<b>TELEPHONE</b> (include area code) 916-558-5689		<b>FAX</b> 916-558-5681										
	<b>CITY</b> Sacramento	<b>STATE</b> CA	<b>ZIP CODE</b> 95814	<b>E-MAIL ADDRESS</b> wedmonso@dor.ca.gov												

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:





- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

**GRANT/CONTRACT SIGNATURE AUTHORIZATION**


DR 325 (Rev. 10/07) Computer Generated

<b>GRANTEE/CONTRACTOR:</b>  STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814-4702	<b>SUBGRANTEE/CONTRACTEE:</b> (Legal Corporation/Public Agency Name & Address)
--	---

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution 	Name (Please Type or Print)	Date Signed
--	-----------------------------	-------------

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

Dept./Site: Superintendent's Office

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

To: Board of Trustees

Information Item \_\_\_\_\_

Date: November 14, 2018

# Attached Pages 4

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials: \_\_\_\_\_

**SUBJECT:** Memorandum of Understanding - Operating Agreement between Sacramento County Office of Education and Center Joint Unified School District for Operation of the CARE Program at Wilson C. Riles Middle School for 7th Grade, during the 2019-2020 School Year

This agreement will allow for a second CARE Program to operate at Wilson C. Riles Middle School during the 2019-2020 school year.

**RECOMMENDATION:** CJUSD Board of Trustees approve the Memorandum of Understanding for an Operating Agreement between Sacramento County Office of Education and Center Joint Unified School District for Operation of the CARE Program at Wilson C. Riles Middle School for 7th Grade during the 2019-2020 School Year.

CONSENT AGENDA



# **MEMORANDUM OF UNDERSTANDING**

## **Operating Agreement between the Sacramento County Office of Education and Center Joint Unified School District for Operation of the CARE Program**

**Wilson C. Riles Middle School – 7<sup>th</sup> grade**

### **I. Parties to Agreement**

This Memorandum of Understanding (MOU) is entered into between the Sacramento County Office of Education hereinafter referred to as SCOE and Folsom-Cordova Unified School District, hereinafter referred to as DISTRICT.

### **II. Purpose**

SCOE and DISTRICT enter into this agreement to provide an Alternative Community School program to meet the needs of DISTRICT students pursuant to California Education Code, section 1980 (authorizing the establishment of county community schools).

### **III. Services to be Provided**

SCOE agrees to do the following:

- Operate a CARE Intervention/Diversion Programs (CARE Program) as a community school for students referred by the DISTRICT, served by SCOE with SCOE entitled to and claiming the Average Daily Attendance (ADA) and California Basic Educational Data System (CBEDS) information as well as enrolling students with SCOE Statewide Student Identifier (SSID) numbers.
- Assure access for all qualified and eligible students to the community school consistent with all provisions of the California Education Code and the California Code of Regulations related to community schools, and SCOE Board Policies and ARR's.
- Hire and supervise an appropriately credentialed teacher.

The DISTRICT hereby agrees to do the following:

- Provide facilities necessary to house the CARE Program within the DISTRICT in order to serve identified students. DISTRICT shall have the right to restrict or deny use of its facilities to students who disrupt DISTRICT operations.
- Provide all educational supplies including textbooks, consumable supplies, technology, and printing as provided to other site teachers.
- Provide classroom furniture for students.
- Provide district substitute teacher for the CARE Program teacher. DISTRICT will invoice SCOE each quarter for reimbursement of substitute teacher costs.
- Provide the CARE Program teacher with district e-mail and access to the school's student information system.
- Provide SCOE all information that is required for CALPADS reporting. Ex. "Free and reduced lunch forms."
- Provide SCOE all information that is required for LCAP reporting. Ex. "Academic outcomes and discipline reports."
- Provide maintenance, custodial services, and utilities.
- Provide home to school transportation for CARE Program students, as provided to other students.

# **MEMORANDUM OF UNDERSTANDING**

## **Operating Agreement between the Sacramento County Office of Education and Center Joint Unified School District for Operation of the CARE Program**

**Wilson C. Riles Middle School – 7<sup>th</sup> grade**

- Provide CARE Program students access to lunch with peers, physical education classes, electives, and extra-curricular activities according to the school site student handbook.
- Provide transportation for CARE Program fieldtrips. DISTRICT will invoice SCOE for reimbursement of field trip transportation.
- Provide to the CARE Program with all attendance and other information necessary to complete the state-required attendance reports.
- Collaborate with SCOE to administer discipline, when applicable, and use eligibility criteria for sports and school activities for CARE Program 1 students according to the DISTRICT's written policies and guidelines used for all other students.
- Provide, when applicable, special education services following any Individual Education Plan (IEP), conduct annual reviews, psychological assessment and reevaluation.
- Provide, when applicable, services and accommodations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

Representatives of both parties (CARE Program teacher, a SCOE administrator, and DISTRICT administrator) hereby agree to do the following:

- Agree on initial selection of students for CARE Program based on attendance, academic and behavioral data.
- Determine the appropriateness of placement in the CARE Program for students with disabilities and mutually agree on how services will be provided.

### **IV. Terms of Agreement**

This MOU is entered into and effective for the 2019-2020 school year and absent a new agreement or termination, continues each year thereafter. If either party wishes to terminate the contract for the subsequent school year, it must provide written notice to the other party by January 15 of the current school year.

SCOE reserves the right to discontinue the CARE Program with 30 days prior notice to the DISTRICT if CARE Program ADA is less than 15 for any individual class.

### **V. Fiscal**

SCOE shall receive funding based on ADA for students enrolled in the CARE Program (CARE ADA): SCOE and the DISTRICT shall agree upon the rate to be paid per ADA, called the "transfer rate". The ADA shall be reported within the Principal Apportionment Data Collection Software. In order for SCOE to receive the funds directly, the DISTRICT shall select "Sacramento COE" from the "County Served District Funded ADA Transfer Selection" entry screen. SCOE shall enter the agreed-upon transfer rate and the ADA at each reporting period on the "Attendance District Funded County Programs" entry screen. The agreed-upon transfer rate is equal to the District's current year Local Control Funding Formula (LCFF) Entitlement per ADA.

# **MEMORANDUM OF UNDERSTANDING**

## **Operating Agreement between the Sacramento County Office of Education and Center Joint Unified School District for Operation of the CARE Program**

**Wilson C. Riles Middle School – 7<sup>th</sup> grade**

When the DISTRICT CARE site generates ADA of **15 or more** and SCOE determines it has covered its costs for the CARE Program at the end of the year, it will distribute 50% of the remaining net income back to the DISTRICT. The payment, based on annual reported ADA, shall be made after June 30 of the current year.

If the DISTRICT CARE site generates ADA of **less than 15**, the DISTRICT will not be entitled to any revenue payments. In addition, the DISTRICT is responsible for paying SCOE the difference between CARE Program ADA revenue and the expenses to operate the program.

### **VI. Modification**

This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Should changes in legislation, funding mechanism, or the State budget occur that necessitate revision of this MOU, the DISTRICT and SCOE shall meet to revise accordingly. Any changes to this MOU must be agreed to in writing by both parties.

### **VII. Indemnification**

DISTRICT agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of DISTRICT, its director, agents, officers, or employees arising from DISTRICT's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless DISTRICT (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees arising from SCOE's duties and obligations described in this agreement or imposed by law.

This provision shall survive the termination of this Agreement.

### **VIII. Independent Agents**

This MOU is by and between two independent agents, SCOE and DISTRICT, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. SCOE and DISTRICT shall be expected to independently comply with all relevant laws, including, but not limited to those regarding fingerprinting, criminal background checks, and tuberculosis screening.

### **IX. Execution of Agreement**

The undersigned represent that they are authorized representatives of the parties and hereby execute this Memorandum of Understanding:

# MEMORANDUM OF UNDERSTANDING

## Operating Agreement between the Sacramento County Office of Education and Center Joint Unified School District for Operation of the CARE Program

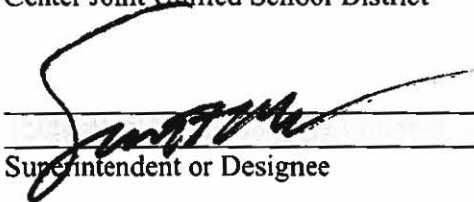
Wilson C. Riles Middle School – 7<sup>th</sup> grade

Sacramento County Office of Education

\_\_\_\_\_  
Tamara Sanchez  
Assistant Superintendent

\_\_\_\_\_  
Date

Center Joint Unified School District

  
\_\_\_\_\_  
Superintendent or Designee

  
\_\_\_\_\_  
Date

# Center Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Center High School

Date: October 31, 2018

Action Item X

To: CUSD Board of Trustees

Information Item       

From: Jerald Ferguson

# Attached Pages

Principal's Initials JF

## SUBJECT: MCA Bay area trip

The California Department of Education mandates all Partnership Academies provide opportunities for students to go on field trips. The plan this school year is for the Media Communications Academy (MCA) to take sophomore students to the Bay Area, January 31 - February 1, 2019. The goal is to create a real-world working experience by having all students be part of creating a cross-curricular project. This cross-curricular project will include elements from English, History, Spanish as well as media components. As a group, we will tour the USS Hornet aircraft carrier, experience a behind the scenes tour of AT&T Park, San Francisco State University (includes Media Department tour), learn the history and significance of Alcatraz, explore and experience hands-on Science at both the California Academy of Sciences and the Exploratorium, experience the culture of Chinatown, and get some exercise as we walk across the Golden Gate Bridge. The student cost is \$200. Students have the ability to fundraise to reduce the amount they have to pay. A portion of the California Partnership Grant is able to reduce the cost of the trip by paying for transportation and chaperone costs. A mandatory parent meeting is held before the trip. The group will stay at the Marriott Courtyard in Emeryville. Probable chaperones include Rob McInnes, Amy Chaney, Matt Chamberlain, Vernon Bisho, Kristen Clements, Anne Cowan, Heather Woods, Brina Jope, Jennifer Winborne.

CONSENT AGENDA

**RECOMMENDATION:** CJUSD Board of Trustees approves MCA to take sophomore students to the Bay Area, January 31 - February 1, 2019

# Center Unified School District

**AGENDA REQUEST FOR:****Dept./Site:** Center High School**Date:** October 31, 2018**Action Item** XX**To:** CUSD Board of Trustees**Information Item** \_\_\_\_\_**From:** Jerald Ferguson**# Attached Pages****Principal's Initials** JF**SUBJECT:****Date:** Friday, January 25, 2019 and Saturday, January 26, 2019**Location:** Anderson High School, Anderson, CA**Hotel:** Best Western, Redding, CA**Chaperones:** Sherry Edgar and two other staff members**Time:** We would leave in the morning January 25<sup>th</sup> and return Saturday night January 26<sup>th</sup>.

Sherry Edgar would like to take her Dance team to The "Dance Off" competition on January 25<sup>th</sup> and 26<sup>th</sup> at Anderson High School. The Competition provides my intermediate students an opportunity to compete with local schools and dance studios in the Anderson area and share their personal choreography. This field trip will also allow her dance students to bond and get to know each other better. The field trip will include dinner Friday evening and lunch on Saturday. The students will visit the Sundial Bridge. There will be approximately 21 students and three chaperones. They will be driving students in a SUV provided by the district.

**RECOMMENDATION:** That Sherry Edgar, Rob McInnes and Matt Chamberlain take students to Anderson High School for the Dance off competition on January 25<sup>th</sup> and 26<sup>th</sup>.

CONSENT AGENDA

*Center Joint Unified School District*

<b>AGENDA REQUEST FOR:</b>	
<b>Dept./Site:</b> Curriculum/Instruction	<b>Action Item</b> <u>    X    </u>
<b>To:</b> Board of Trustees	<b>Information Item</b> <u>          </u>
<b>Date:</b> November 14, 2018	<b># Attached Pages</b> <u>          </u>
<b>From:</b> Scott Loehr, Superintendent	
<b>Principal/Administrator Initials:</b> <u>                    </u>	

**SUBJECT: Professional Services Agreement**

<b>COMPANY NAME:</b>	<b>The Playmaker Organization</b>
<b>SERVICES TO BE RENDERED:</b>	<b>After school mentoring at North Country</b>
<b>DATE(S) OF SERVICE:</b>	<b>Sept 2018 - June 2019, 4 days per week</b>
<b>TOTAL AMOUNT OF CONTRACT:</b>	<b>\$10,000 (\$1,000 per month)</b>
<b>FUNDING SOURCE:</b>	<b>01-0000-0-5800-101-1110-1000-002-000</b>

**RECOMMENDATION: The CJUSD Board of Trustees approve the Professional Service Agreement with The Playmaker Organization.**

# CONSENT AGENDA





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

## PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this \_\_\_\_\_ day of -Please Select-, 20\_\_\_\_, by and between the Center Joint 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 Joint Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

\*Contractor Name: The Playmaker Organization  
Address: 2795 E. Bidwell St. #100 Folsom Ca. 95630  
Phone: 916 226 1284 Taxpayer ID #: 26 464 8226

\*Full description of services to be provided:

after school mentoring at North Country

\*Payment \$ 1000 per MO. CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

\*Beginning Date of Service: Sept \*Frequency of Service Dates: 4 days/week  
\*Ending Date of Service: June

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).

Total amount of this contract \$ 10K Budget # 01-0000-0-5800-101-440-1000-002-000

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR\*: [Signature]

Date\*: 10/25/18

Signature of District employee requesting service: \_\_\_\_\_

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

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

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

Personnel Approval (if cleared to start): \_\_\_\_\_

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

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

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

\*\*\*CONTRACT NOT VALID WITHOUT ALL DISTRICT SIGNATURES\*\*

# **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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the individual already an employee of the district in another capacity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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>	<input type="checkbox"/>	<input type="checkbox"/>
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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 not necessary that the district exercise this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to 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>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Can this relationship be terminated without the consent of both parties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

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
13. Does the individual provide all materials and support services necessary for the performance of this service? <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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Is this paid by the job or on a commission?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service? <i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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.

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Gregory Roy Roessler**

2 Business name/disregarded entity name, if different from above  
**The Playmaker Organization**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

☒ Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**2755 E. Bidwell St #100**

6 City, state, and ZIP code  
**Folsom Ca 95630**

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

OR

Employer identification number

2	6	-	4	6	4	8	2	2	6
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

**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 for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **10/26/18**

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

*Center Joint Unified School District*

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b>	<b>Maintenance &amp; Operations</b>	<b>Action Item</b> <u>  X  </u>
<b>To:</b>	<b>Board of Trustees</b>	<b>Information Item</b> <u>          </u>
<b>Date:</b>	<b>November 14, 2018</b>	<b># Attached Pages</b> <u>  2  </u>
<b>From:</b>	<b>Craig Deason, Assistant Superintendent</b>	
<b>Principal/Administrator Initials:</b>	<u>  CD  </u>	

**SUBJECT: Contract Amendment #1 - Terracon for Spinelli Elementary & Dudley Elementary Basketball Court Replacement Project**

This amendment is a supplement to the agreement for services because of a change to the scope of services and fees. The change comes from the unstable subgrade soils encountered during the Spinelli Elementary portion of the project, which required soil stabilization recommendations and additional inspections not originally anticipated. Also, additional inspections were requested for Dudley Elementary that were not originally budgeted for. The original budget was for \$2,750. With the supplemental Agreement of \$1,620, the new agreement total is \$4,370.

**RECOMMENDATION:** The Center Joint Unified School District Board of Trustees approve Contract Amendment #1 with Terracon for Spinelli Elementary & Dudley Elementary Basketball Court Replacement Project.

CONSENT AGENDA



## SUPPLEMENT TO AGREEMENT FOR SERVICES

### CHANGE TO SCOPE OF SERVICES AND FEES

This SUPPLEMENT to AGREEMENT FOR SERVICES to the original Agreement for Services (original Agreement dated 05/16/2018, Agreement reference number PNB181060) is between Center Joint Unified School District ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

1. **Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Terracon's original proposal, PNB181060, including Construction Material Testing and Special Inspection Services for Spinelli Elementary School, Basketball Court Replacement Project. During this project, there was unstable subgrade soils encountered once the existing basketball court was demolished, which required soil stabilization recommendations, with additional inspections not originally anticipated.

In addition, inspections were requested for Dudley Elementary School, which was not originally budgeted for. These additional inspections caused Terracon to exceed the original authorized amount.

2. **Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Terracon's Original Budget (PNB181060) dated April 16, 2018 - \$2,760

Supplemental Agreement for Services dated October 3, 2018 - \$1,620

New Contract Amount - \$4,370

All terms and conditions of the Agreement for Services shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.  
By: [Signature] Date: 10/3/2018  
Name/Title: Ryan R. King / Department Manager  
Address: 50 Golden Land Ct, Ste 100  
Sacramento, CA 95834-2425  
Phone: (916) 928-4690 Fax: (916) 928-4697  
Email: Ryan.King@terracon.com

Client: Center Joint Unified School District  
By: [Signature] Date: 11/5/18  
Name/Title: Scott Locher / Superintendent  
Address: 8408 Watt Avenue  
Antelope, CA 95843  
Phone: (916) 338-7580 Fax: \_\_\_\_\_  
Email: superintendent@centerusd.org

# PURCHASE ORDER CHANGE REQUEST



Date: November 7, 2018 PO Request # 1094  
 To: Karen Matre From: Dagnes Sutherland  
 Project/s: Spinelli / Dudley Fencing & Spinelli Basket Ball Court Project-SDFB  
 Vendor: Terracon Consultants, Inc.  
 Description: Materials Testing and Inspection Services

PO Change Request Total 1,620.00

Project:	District Account String: FUND-RESC-YR-OBJ-SITE-GOAL-FUNC-RESP-DEPT	Amount:
Spinelli / Dudley Fencing & Spinelli Basket Ball Court Project-SDFB	21-0000-0-6200-106-0000-8500-007-171	1,620.00

Purchase Order # 182759  
*Adjust Existing Purchase Order*

Special Instructions: Please adjust PO182759 to reflect the Supplement to Agreement for Services for additional services at Spinelli and the addition of the Dudley site. This increases the total PO to \$4,370.00.

## Approval Signatures:

Dagnes R. Sutherland  
 Budget and Accounting  
 Capital Program Management

Date: Nov. 6, 2018

Karen Matre  
 Center Joint Unified School District

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

FOR CPM USE ONLY		
Project:	CPM Account String:	Amount:
Spinelli / Dudley Fencing & Spinelli Basket Ball Court Project-SDFB	21-0000-0-6263-106-0000-8500-007-171	1,620.00



*Center Joint Unified School District***AGENDA REQUEST FOR:****Dept./Site:** Maintenance & Operations**Action Item**     X    **To:** Board of Trustees**Information Item**           **Date:** November 14, 2018**# Attached Pages**     3    **From:** Craig Deason, Assistant Superintendent**Principal/Administrator Initials:**                     **SUBJECT:** Contract Amendment #1 - Angus-Hamer for Center High School Technology/Communications Project

This is an amendment agreement with Angus-Hamer for adding scope of services to the original scope as defined by the Agreement in Exhibit A, increase the compensation from Thirteen Thousand Five Hundred Dollars (\$13,500) to Twenty-one Thousand /three Hundred Dollars (\$21,300), an increase of Seven Thousand Eight Hundred Dollars (\$7,800), for performing all the Basic Services required by the Agreement including but not limited to those services detailed in Article I and II, and defined in Exhibit A, and extend the Contract Term from September 30, 2018 to December 31, 2019. As listed in Exhibit A, the two schools being added are North Country Elementary and Oak Hill Elementary.

**RECOMMENDATION:** The Center Joint Unified School District Board of Trustees approve Contract Amendment #1 with Angus-Hamer for Center High School Technology/Communications Project.

CONSENT AGENDA

## **Contract Amendment #1**

### **Center Joint Unified School District Center High School Technology/Communications Project**

November 14, 2018

AGREEMENT made and entered into on the 19<sup>th</sup> day of April in the year 2018 by and between the CENTER UNIFIED SCHOOL DISTRICT, referred to as "DISTRICT," and Angus-Hamer Incorporated, referred to as "CONSULTANT", collectively as the "PARTIES", for Networking, Planning, Design and Implementation Services for the Center High School Technology/Communications Upgrade Project, referred to as the "PROJECT"; and

**WHEREAS, the Parties wish to amend the Agreement.**

**NOW, THEREFORE, the Parties hereby agree as follows:**

This is an AMENDMENT to add scope of services to the original scope as defined by the AGREEMENT in EXHIBIT "A", increase the compensation from Thirteen Thousand Five Hundred Dollars (\$13,500) to Twenty-one Thousand Three Hundred Dollars (\$21,300), an increase of Seven Thousand Eight Hundred Dollars (\$7,800), for performing all the Basic Services required by the Agreement including but not limited to those services detailed in Article I and II, and defined in Exhibit "A", and extend the Contract Term from September 30, 2018 to December 31, 2019.

**REVISE ARTICLE I, SCOPE AND SERVICES AND RESPONSIBILITIES, Paragraph 2. Contract Term, as follows:**

**2. Contract Term:** The effective period of this AGREEMENT is to be from April 19, 2018 through December 31, 2019.

**REVISE ARTICLE II, COMPENSATION TO THE CONSULTANT, Paragraph 1. a. as follows:**

- a. The DISTRICT Agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A" for the services performed pursuant to the AGREEMENT. In no event shall the total payment to CONSULTANT exceed TWENTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$21,300) for performing the services required by this AGREEMENT and EXHIBIT "A".

**ADD Page 2 to EXHIBIT "A", attached.**

**NOW, THEREFORE, the Parties agree that all other terms, conditions, Exhibits, and obligations of the AGREEMENT remain in effect throughout the term of the AGREEMENT except for those provisions of the AGREEMENT that are directly contradicted by this AMENDMENT, in which event the terms of the AMENDMENT shall control.**

The covenants and conditions contained in this AMENDMENT shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

This Amendment is executed as of the day and year first written above.

CONSULTANT:  
Angus-Hamer, Inc.

DISTRICT:  
Center Joint Unified School District


By: Spring W. Angus  
Its: PRESIDENT / CED

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

Atkinson, Anderson, Loya, Ruud & Romo

  
David A. Soldani, Esq.  
Attorneys for Center Unified School District

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## Cost Proposal and Quote for Services:

### A. Network, Planning, Design and Implementation Services:

- a. Angus-Hamer Incorporated will provide a journey level senior technical consultant to assist the Center Unified School District Information Technology staff with the network refresh projects for the following schools:

i. North Country

ii. Oak Hill

- b. Perform detailed network design services needed for the network refresh including the following:

- i. Equipment specifications to meet data networking requirements needed to complete the Technology/Communications Upgrade Project for each school.
- ii. A complete bill-of-materials suitable for procurement solicitation.
- iii. Recommendations for of public agency leveraged purchase agreement options.
- iv. Recommended equipment bidder list.
- v. Prestaging and configuration assistance for network equipment.

### Key Deliverables:

1. A detailed data networking equipment bill-of-materials including network routers, switches, transceivers, cables, connectors and all other components required to implement a complete data network for Center High School.

### B. Time and Materials Cost Summary

Consulting Category per SOW	Costs
Network Audit, Planning, and Design	
• Meetings and Administration	\$ 600. <sup>00</sup>
• North Country – 24 hours @ \$150/hr	\$3,600. <sup>00</sup>
• Oak Hill – 24 hours @ \$150/hr	3,600. <sup>00</sup>
Total→	\$ 7,800. <sup>00</sup>

# Center Joint Unified School District

<b>AGENDA REQUEST FOR:</b>	
Dept./Site: Maintenance & Operations	Action Item <u>X</u>
To: Board of Trustees	Information Item <u>        </u>
Date: November 14, 2018	# Attached Pages <u>6</u>
From: Craig Deason, Asst. Superintendent	
Principal/Administrator Initials: <u>CD</u>	

<p><b>SUBJECT: Renewal Agreement for Natural Gas Services</b></p> <p>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.</p> <p>The Facilities Department would like to extend the services provided by SPURR through June 30, 2024, and do hereby request from the Board approval to do so.</p> <p><b>Recommendation: The CJUSD Board of Trustees approves extending the agreement with SPURR through June 30, 2024.</b></p>
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CONSENT AGENDA



School Project for Utility Rate Reduction

## RENEWAL AGREEMENT FOR NATURAL GAS SERVICES

-- COVER PAGE --

Participant:	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: edeason@centerusd.org	Phone: 925-743-1292 Fax: 925-743-1014 E-mail: <a href="mailto:RochmanM@spurr.org">RochmanM@spurr.org</a>
Operational Contact Information:	Name: Karen Matre Title: Assistant Superintendent Secretary Phone: (916) 338-6337 Ext: Email: matre@centerusd.org	Customer Service Phone: (888) 400-2455
Billing Contact Information:	<u>For Billing to Participant:</u> Billing Contact: Lisa Coronada Phone: (916) 338-6302 Ext: Email: payable@centerusd.org	For payment to SPURR PO Box 45526 San Francisco, CA 94145-0526 Phone: (888) 400-2455

Effective Date: July 1, 2019

Termination Date: June 30, 2024

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 (September 1, 2018 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**

By: \_\_\_\_\_

Print Name: Scott Loehr

Title: Superintendent

Signature Date: 11/14/18

SPURR: School Project for Utility Rate Reduction, a California joint powers authority

By: \_\_\_\_\_

Michael Rochman  
Managing Director

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

***Please send signed agreement to SPURR by scan and email to [info@spurr.org](mailto:info@spurr.org) or by US Mail to the Concord address shown above. SPURR will return countersigned agreement 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 (Term and Termination) 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"), other applicable law or regulation, and any code of conduct adopted by the SPURR Board from time to time.

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. Rates. The default rates for of Natural Gas charged 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 notice of rates and rate plans, including default rate plans, to the extent customary under the Gas Program. Specific arrangements other than default rate plans may be negotiated by the parties and documented as separate confirmations.

11. Late Payment. Invoices shall be due upon presentment and will be past due thirty (30) 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.

d. **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,

e. **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 of the

Effective Date, the Accounts are subject to 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 courier service, 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 4:00 PM PT on a business day, then such facsimile shall be deemed to have been received on the next following business day. Notice by courier shall be deemed to have been received on the next business day after delivery was confirmed by courier to the sending party.

23. **PG&E Required Text.** For accounts on the PG&E system, Participant (a) authorizes SPURR to act on Participant's behalf to obtain natural gas under PG&E's tariffs for Core Aggregation Service or noncore service, as applicable, (b) understands that Participant remains responsible for payment of PG&E transportation charges, even if Participant authorizes PG&E to send transportation charges to SPURR, (c) understands that the CPUC does not regulate SPURR under Core Aggregation Service, (d) understands that SPURR is not an agent of PG&E and that PG&E is not liable for SPURR's acts or omissions, and (e) authorizes PG&E to provide SPURR with Participant's billing and payment information related to Natural Gas, including information regarding payment plans entered between PG&E and Participant.

**PLEASE VERIFY THE ATTACHED ACCOUNT LIST  
INCLUDING ACCOUNT NUMBERS AND COMPLETE  
SITE ADDRESSES.**

**TO ADD ADDITIONAL ACCOUNTS, PLEASE FAX  
COPIES OF LATEST UTILITY BILLS TO SPURR AT  
925-743-1014 OR EMAIL TO  
[BILLING@SPURR.ORG](mailto:BILLING@SPURR.ORG).**

# **Renewal Agreement for Natural Gas Services**

## **--Account List--**

**Customer Name: Center Unified School District**

<b>LDC Account Number</b>	<b>Facility Name</b>	<b>City</b>	<b>Zip</b>
2809535005	8408 Watt Ave	ANTELOPE	95843
5267888005	8725 Watt Ave	ANTELOPE	95843
8684533005	8000 Aztec Wy	ANTELOPE	95843
6601179005	3901 Little Rock Dr	ANTELOPE	95843
6251178220	4747 PFE Rd	ROSEVILLE	95747
2851201005	8306 Watt Ave	ANTELOPE	95843
2767868005	3243 Center Court Ln	ANTELOPE	95843
2382390005	3909 N Loop Blvd	ANTELOPE	95843
4590734005	3401 Scotland Dr	ANTELOPE	95843

**To add accounts, please fax copies of latest utility bills to SPURR at 925-743-1014 or email to [billing@spurr.org](mailto:billing@spurr.org).**

*Center Joint Unified School District*

## AGENDA REQUEST FOR:

Dept./Site: Maintenance &amp; Operations

Action Item X

To: Board of Trustees

Information Item         

Date: November 14, 2018

# Attached Pages 51

From: Craig Deason, Assistant Superintendent

Principal/Administrator Initials:         **SUBJECT: Change Order #2 - By and Between Bill Litchfield Construction, Inc. and CJUSD**

This Change Order to the contract by and between Bill Litchfield Construction, Inc. and Center Joint Unified School District increases the contract amount by Sixteen Thousand Fifty-Five and 73/100 Dollars (\$16,055.73). The new contract amount is Seven Hundred Forty-Two Thousand Eight Hundred Seventy-One and 83/100 Dollars (\$742,871.83).

**RECOMMENDATION:** The Center Joint Unified School District Board of Trustees ratify the Contractor Change Order #2 by and between Bill Litchfield Construction, Inc and CJUSD.

CONSENT AGENDA





Center Joint Unified School District

Center High School New Campus Entry Plaza

**CHANGE ORDER**

Project: Center High School New Campus Entry Plaza  
Architect: Nacht & Lewis  
Contractor: Bill Litchfield Construction, Inc.

Date: 11/14/2018

DSA App: 02-116405

Change Order #: 2

You are hereby authorized to make the following changes relative to your work on the above referenced project:

**Non-Allowance PCOs**

	PCO#	PCO Description	Days	Amount
1	PCO 006	Fencing and Gate Revisions - Submittal #22	0	\$ 4,776.65
2	PCO 009	Relocate Irrigation Line at Gate Post 4, water line repairs, repairs to existing drain in trash enclosure.	3	\$ 2,254.66
3	PCO 010	Relocate Trash Enclosure and Enlarge footings for Trash Enclosure	2	\$ 4,215.12
4	PCO 012	Cut and demo 24" trench for Storm Drain Tie In	3	\$ 3,683.07
5	PCO 025	Provide vent at drinking fountain and clean outs for the lavatories in the gym restroom to accommodate the new shear wall installation.	2	\$ 1,126.23

Total non-allowance PCOs will be modified by this Change Order in the amount of: \$ 16,055.73

Total non-allowance PCOs will be modified by this Change Order in the amount of: \$ 16,055.73

Original Contract Sum: \$ 641,390.00  
Net change by previously authorized Change Orders: \$ 85,426.10  
Contract Sum will be modified by this Change Order in the amount of: \$ 16,055.73  
Contract Sum including this Change Order: \$ 742,871.83

Contract Time increased by: 10 Days

Date of completion as of the date of this Change Order: 11/14/2018

Acceptance of this Change Order constitutes an agreement between the District and Contractor, and the work is to be performed subject to the same terms and conditions as are contained in the original Contract with the Contractor and for the work on the above mentioned project.

Acceptance of this Change Order constitutes acceptance of the Change Order as full and complete satisfaction of any direct or indirect additional costs incurred by Contractor in connection with performance of the change work.

It is understood that the work shall be performed in accordance with the revised Plans and Specifications enumerated above or in accordance with the original Plans and Specification supplemented by the instructions stated herein.

Not valid until signed by the A/E, Contractor and Owner.

Issued by the  
Owners  
Representative

*Sham Thomas ; CPM*

Date: 11/11/18

Reviewed by A/E

*[Signature]*

Date: 11/11/18

Agreement by  
Contractor

*[Signature]*

Date: 11/01/2018

Approved by  
Owner

\_\_\_\_\_

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



Center Joint Unified School District  
8408 Watt Avenue  
Antelope, CA 95843  
(916) 338-6400 Office  
(916) 338-6411 Fax

## PROPOSED CHANGE ORDER

PCO #: 006R1

PROJECT: Center High School New Campus Entry Plaza #18-02

DSA APPLICATION NO.: 02-116405

NAME OF CONTRACTOR: Bill Litchfield Construction, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Labor & Materials for added scope following Fencing & Gates  
Center High Plaza – Revisions To Submittal No. 022

- \* Added and upgraded gate hinges.
- \* Upgraded security mesh @ gates.
- \* Traffic Gates increased to Schedule 80

### PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$4,776.85
2. The proposed schedule change is 0 days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Bill Litchfield Construction	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Sharon Thomas</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>Craig Deason</i>
(Signature)	(Signature)	(Signature)	(Signature)
Sharon Thomas	ERIC SIFUENTES	Abe Toor	Craig Deason
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE 10/31/18	DATE 10/31/18	DATE 10/31/2018	DATE 11/1/18





## CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: CENTER HIGH SCHOOL - NEW CAMPUS ENTRY PLAZA  
PROJECT NO: 18-02  
CONTRACTOR: Bill Litchfield Construction, Inc.

P.C.O. NO.: 006  
Submittal No: 022  
DATE: 9/10/2018

DESCRIPTION OF CHANGE: Supervision, Labor, Materials, Mark-up and Bond Cost for Revisions To Submittal No. 022

\*\*\* The upgraded Schedule 80 pipe for traffic gate has a 3+ week lead time \*\*\*

### Contractor's Direct Costs

#### Additive Costs

A Labor: Iron Worker Labor 6.5 hrs. x \$89.91	\$584.42	
B Material	\$3,715.00	
C Equipment		
D Subtotal of Additive Cost		\$4,299.42

#### Deductive Costs (use minus sign to denote negative figures)

E Labor		
F Material		
G Equipment		
H Subtotal of Deductive Cost		\$0.00

I Contractor's Total Direct Cost (D+H)		\$4,299.42
--	--	------------

J Contractor's Mark-up		\$429.94
------------------------	--	----------

Line "J" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are calculated at 10%

K Total Contractor Direct Costs + Mark-up (Line I + J)		\$4,729.36
--	--	------------

L Total Subcontractor Direct Costs		
------------------------------------	--	--

(Note: If there are two or more subcontractors for this change item, then use a separate form for each subcontractor.)  
Sum of Lines "I" and "L" from Subcontractor Change Order Request Summary Forms

M Subcontractor Mark-up		
-------------------------	--	--

Sum of Lines "J", "M", "N" and "O" from Subcontractor Change Order Request Summary Forms

N Contractor's Mark-up on Subcontractor Direct Costs		\$0.00
--	--	--------

Line "N" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to the line "L" subtotal are calculated at 5%

O Contractor's Mark-up on Bond Costs		\$47.29
--------------------------------------	--	---------

Line "O" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to lines "K + L + M + N" subtotal are calculated at 1%

P Total Contractor Change Request (Line K + L + M + N + O)		\$4,776.65
--	--	------------

Q Total Contractor Time Extension Required For Changes Described In This P.C.O.		0 Days
---	--	--------

To the best of my knowledge and belief, I certify that all costs listed above are correct.

9/10/2018

Contractor Signature

Date

# Estimate



Bill Litchfield  
 Construction, inc.  
 13340 Grass Valley Ave.,  
 Unit D  
 Grass Valley, CA 95945

Date	Invoice No.	P.O. Number	Terms	Project
8/20/2018				Center HS

Item	Description	Quantity	Rate	Amount
material	traffic gate schedule 80 upgrade from schedule 40. material difference	1	1,215.00	1,215.00
metal fabrication	install labor for extra hinges on man gates	6.50 hrs.	89.91	584.42
material	mesh change for security closers on entry gates from mesh to perforated metal	1	2050.00	2,050.00
material	Deliver OTC Gate Hinges	1	450.00	450.00
			Subtotal	\$4,299.42
			Sales Tax	\$0.00
			Total	\$4,299.42

PROJECT NAME Center High School - New Campus Entry Plaza

CONTRACTOR Bill Litchfield Construction, Inc.

SUBCONTRACTOR \_\_\_\_\_

PROJECT NO. 18-02

CONTRACT NO. \_\_\_\_\_

DATE 8/20/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Construction

CLASSIFICATION: Iron Worker

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 38.00	\$ 57.00	\$ 76.00	Use certified payroll to verify.														
	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		X		X		X		X		X					
Benefit Paid	Benefit Provided																		
(put X in appropriate box)																			
X																			
X																			
X																			
X																			
X																			
Fringe Benefits:																			
Pension <sup>1</sup>		13.32	19.98	26.64															
Health/Welfare <sup>1</sup>		9.55	14.32	19.10															
Training/Certification <sup>1</sup>		0.72	1.08	1.44															
Vacation/Holiday <sup>1</sup>		4.30	6.45	8.60															
Other		3.57	5.36	7.14															
Fringe Benefits Subtotal		\$ 31.46	\$ 47.19	\$ 62.92															
Total PW Hourly Rate		\$ 69.46	\$ 104.19	\$ 138.92	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 31.46	\$ 47.19	\$ 62.92															
Total Paid Hourly Rate		\$ 69.46	\$ 104.19	\$ 138.92	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	4.31	6.46	8.61															
Medicare	0.0145	1.01	1.51	2.01															
Federal Unemployment	0.0080	0.56	0.83	1.11															
California Unemployment	0.0620	4.31	6.46	8.61	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.1479	10.27	15.41	20.54															
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 20.45	\$ 30.67	\$ 40.89															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 89.91	\$ 134.86	\$ 179.81	= Amount Contractor paid to employee														

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Stacy Crosson Company Name: Bill Litchfield Construction, Inc.  
(print name)

Signature: Stacy Crosson



R&S OVERHEAD DOORS & GATES OF SACRAMENTO, INC  
8711 Elder Creek Rd. #400  
Sacramento, California 95828  
Ph: (916) 371-5320 Fax: (916) 371-2363  
Cont. Lic. No. 460057

**INVOICE**  
128500

Billing Info

**Bill Litchfield Construction**  
10106 Four Seasons Trail  
Grass Valley, CA 95949

Job Info

**OTC Gate Hinges**  
10106 Four Seasons Trail  
Grass Valley, CA 95949

Contact: Abe Toor

Invoice Date	Invoice No	PO/Contract No	Account No	Payment Terms
8/22/2018	128500			COD
Job No	Billing Type	Salesperson	Job Type	Memo
292798	Time & Material	Gordon Lukacs	Furnish Only	
Description	Qty	Amount	Totals	
Revised OTC gate hinges from comments on Gate & Hardware submittal # 22.			\$450.00	

We appreciate your business

**AMOUNT DUE** \$450.00

**DUE & PAYABLE UPON RECEIPT.** Please make checks payable to R&S Overhead Doors and Gates of Sacramento, Inc.  
Note. 1.75% Service Charge per month after 30 Days. This is an annual rate of 21%.

**NOTICE:** Under the Mechanics' Lien Law (California Code of Civil Procedure 1181 seq.), any contractor, subcontractor, laborer or other person who helps to improve your property but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that, after a court hearing, the court could sell your property and the proceeds of this sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid.



Center Joint Unified School District  
8408 Wall Avenue  
Antelope, CA 95843  
(916) 338-6400 Office  
(916) 338-6411 Fax

## PROPOSED CHANGE ORDER

PCO #: 009

PROJECT: Center High School New Campus Entry Plaza #18-02

DSA APPLICATION NO.: 02-116405

NAME OF CONTRACTOR: Bill Litchfield Construction, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

AERCO,  
BLC And TJR T&M  
Re-Route Sewer Line / New Drain And Pipe / Cap Existing H2O Line

### PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$2,254.66 ✓
2. The proposed schedule change is 3 days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Bill Litchfield Construction	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT OWNER (Typed Name)
<i>Sharon Thomas</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>Craig Deason</i>
(Signature)	(Signature)	(Signature)	(Signature)
Sharon Thomas	ERIC SIFUENTES	Abe Toor	Craig Deason
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE 9.21.18	DATE 9/30/18	DATE 9/10/2018	DATE 10/24/18



---

13340 Grass Valley Avenue, Unit D – Grass Valley, CA 95945

7/11/2018

Center High School New Campus Entry Plaza  
Center Joint Unified School District

**Re-route sewer line / new drain and pipe / cap existing H2O line:**

**BLC Labor:**

Plumber, (Larry Markey) - 8 hr. x \$72.55 = \$580.40

**BLC Materials:**

Invoice # 6117778 from Ferguson Enterprises, Inc.: \$315.90

**Subtotal: \$896.30**

**BLC Mark-up 10%: \$89.63**

**Total: \$985.93**

**TJR Labor:**

Equipment Operator, (TJR Enterprises) – 1 hr. x \$85.67 = \$85.67

Laborer, (TJR Enterprises) 6 hrs. x \$65.33 = \$391.98

**TJR Equipment:**

Mini-Excavator, (TJR Enterprises) – 1 hr. x \$25.27 = \$25.27

**Subtotal: \$502.92**

**TJR Mark-up 10%: \$ 50.29**

**Subtotal: \$553.21**

**BLC Mark-up 5%: \$ 25.14**

**Total: \$ 578.35**

**AERCO Pacific Labor:**

Laborer, (Aerco Pacific) – 8 hrs. x \$61.89 = \$495.12

**AERCO Pacific Equipment:**

JD 35G-4 Mini-ex (Code 1730) – 2 x \$27.05 = \$54.10

**AERCO Pacific Material:**

Site One Landscape (Inv # 87034985) attached = \$31.70

Subtotal:	\$580.92
AERCO Mark-up 10%:	<u>\$ 58.09</u>
Subtotal:	\$639.01
BLC Mark-up 5%:	<u>\$ 29.05</u>
Total:	\$668.06

BLC:	\$ 985.93
TJR:	\$ 553.21
AERCO:	\$ 639.01
BLC Mark-up, (AERCO & TJR):	<u>\$ 54.19</u>
Subtotal:	\$2,232.34
1% Bond Cost:	<u>\$ 22.32</u>
Total T&M:	\$2,254.66

Abe Toor  
Senior Project Manager

**530.272.5773** Telephone

**530.272.3296** Facsimile  
SCL #357958

[bill@blcbuilt.com](mailto:bill@blcbuilt.com)



# DAILY EXTRA WORK REPORT

DATE OF REPORT:

7/11/18

DATE WORK PERFORMED

7/11/18

CONTRACTOR:

BLC / TIR / LARRY MARKEY PEG.

DESCRIPTION OF WORK:

RE-ROUTE SEWER LINE / NEW DRAIN PIPE / CAP EXISTING H<sub>2</sub>O LINE

PROJECT NAME:

CENTER H.S. NEW ENTRY PLAZA / TRASH ENCLOSURE

DISTRICT:

CJUSD

NOTIFIED INSPECTION:

DATE

TIME

JOB NUMBER:

REPORT NUMBER:

PCO NUMBER:

COR NUMBER:

APPROVED BY:

#9

EQUIP NO.	EQUIPMENT	HRS.	HOURLY RATE	EXTENDED AMOUNT	LABOR/TRADE		HOURS	RATE	EXTENDED AMOUNT
	EXCAVATOR	1			PLBR	REG.	8		
						O.T.			
					LABORER	REG.	6		
						O.T.			
					EQUIP OPERATOR	REG.	1		
						O.T.			
						REG.			
						O.T.			
						REG.			
						O.T.			
EQUIPMENT TOTAL									
MATERIAL		UNITS	UNIT COST		LABOR EXPENSES				
1/10	2" CAST IRON PIPE	3			ADDED LABOR SURCHARGE				
	NEW DRAIN+GRATE	1			<div style="display: flex; justify-content: space-between;"> <span><u>Pro My</u></span> <span><u>7/11/18</u></span> </div>				
	NEW CLEAN-OUT	1			CONTRACTOR'S REPRESENTATIVE				
	NEW P-TRAP	1			<div style="display: flex; justify-content: space-between;"> <span><u>JK Dally</u></span> <span><u>7-11-2018</u></span> </div>				
					PROJECT INSPECTOR		DATE		



819 WHISPERING PINES LANE  
GRASS VALLEY, CA 95945-7831

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
6117778	\$315.90	3127	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES, INC #888  
PO BOX 740827  
LOS ANGELES, CA 90074-0827

Please contact with Questions: 888-829-3219

SHIP TO:

6095 1 AB 0.408 E0090X 10172 D3807313598 S2 P5527058 0001:0001



COUNTER PICK UP  
819 WHISPERING PINES LANE  
GRASS VALLEY, CA 95945-7831



BILL LITCHFIELD CONST INC  
13340 GRASS VALLEY AVE UNIT D  
GRASS VALLEY CA 95945-9553

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
605	605	CA29GV	CENTER HIGH SCHOOL	605	CENTER HIGH SCHOOL	07/09/18	10 181440
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1		1 NHCOMBK	2 NH CI COMB LONG TY	10.880	EA	10.88	
1		1 NHPTK	2 NH CI P TRAP	10.880	EA	10.88	
1		1 NHSTK	2 NH CI SAN TEE	10.320	EA	10.32	
2		2 NH4K	2 NH CI 1/8 BEND	6.440	EA	12.88	
1		1 WFD102	FLR DRN W/ CLMP NH 2	41.325	EA	41.33	
1		1 WCO202	2 FD-200 CO BODY & PLUG	49.580	EA	49.59	
1		1 WAS1	5 RND STRN NB	61.845	EA	61.85	
1		1 WR1	NIBR ADJ CO TOP	84.360	EA	84.36	
1		1 NHSSK	2 NH CI SHRT SWEEP BEND	10.400	EA	10.40	
INVOICE SUB-TOTAL							292.48
TAX Nevada/Grass Valley							23.41

\*\*\*\*\*  
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH  
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.  
PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN  
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.  
\*\*\*\*\*

\*\*\*\*\*  
WATER FLOWRATE NOTICE: LAVATORY FAUCETS WITH FLOW RATES OVER 0.5 GPM ARE  
NOT ALLOWED FOR "PUBLIC USE" IN CALIFORNIA.  
\*\*\*\*\*

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$315.90
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at [http://wolseleyna.com/terms\\_conditionsSale.html](http://wolseleyna.com/terms_conditionsSale.html) and are incorporated by reference. Seller may convert checks to ACH.

PROJECT NAME Center High School - New Campus Entry Plaza

CONTRACTOR Bill Litchfield Construction, Inc.

SUBCONTRACTOR \_\_\_\_\_

PROJECT NO. 18-02

CONTRACT NO. \_\_\_\_\_

DATE 8/28/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Construction

CLASSIFICATION: Plumber

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 37.08	\$ 55.62	\$ 74.16	Use certified payroll to verify.														
	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		X		X		X		X		X					
Benefit Paid	Benefit Provided																		
(put X in appropriate box)																			
X																			
X																			
X																			
X																			
X																			
Fringe Benefits:																			
Pension <sup>1</sup>		7.25	10.88	14.50															
Health/Welfare <sup>1</sup>		9.92	14.88	19.84															
Training/Certification <sup>1</sup>		1.10	1.65	2.20															
Vacation/Holiday <sup>1</sup>		-	-	-															
Other		0.70	1.05	1.40															
Fringe Benefits Subtotal		\$ 18.97	\$ 28.46	\$ 37.94															
Total PW Hourly Rate		\$ 56.05	\$ 84.08	\$ 112.10	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 18.97	\$ 28.46	\$ 37.94															
Total Paid Hourly Rate		\$ 56.05	\$ 84.08	\$ 112.10	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	3.48	5.21	7.60															
Medicare	0.0145	0.81	1.21	1.62															
Federal Unemployment	0.0080	0.45	0.68	0.90															
California Unemployment	0.0620	3.48	5.21	6.96	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.1479	8.29	12.43	16.58															
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 16.50	\$ 24.74	\$ 33.00															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 72.55	\$ 108.82	\$ 145.10	= Amount Contractor paid to employee														

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Stacy Crosson Company Name: Bill Litchfield Construction, Inc.  
(print name)

Signature: Stacy Crosson

[illegible]

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR Bill Litchfield Construction, Inc.

SUBCONTRACTOR TJR Resources, Inc

PROJECT NO. 18-02

CONTRACT NO. 18-02

DATE 6/29/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Laborer

CLASSIFICATION: Laborer Grp 3 Area 2

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 29.54	\$ 44.31	\$ 59.08	Use certified payroll to verify.														
	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td>Pension <sup>1</sup></td><td></td></tr><tr><td>Health/Welfare <sup>1</sup></td><td></td></tr><tr><td>Training/Certification <sup>1</sup></td><td>X</td></tr><tr><td>Vacation/Holiday <sup>1</sup></td><td></td></tr><tr><td>Other</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		Pension <sup>1</sup>		Health/Welfare <sup>1</sup>		Training/Certification <sup>1</sup>	X	Vacation/Holiday <sup>1</sup>		Other					
Benefit Paid	Benefit Provided																		
(put X in appropriate box)																			
Pension <sup>1</sup>																			
Health/Welfare <sup>1</sup>																			
Training/Certification <sup>1</sup>	X																		
Vacation/Holiday <sup>1</sup>																			
Other																			
Fringe Benefits:																			
Pension <sup>1</sup>		12.20	12.20	12.20															
Health/Welfare <sup>1</sup>		8.25	8.25	8.25															
Training/Certification <sup>1</sup>		0.45	0.45	0.45															
Vacation/Holiday <sup>1</sup>		2.75	2.75	2.75															
Other		0.30	0.30	0.30															
Fringe Benefits Subtotal		\$ 23.95	\$ 23.95	\$ 23.95															
Total PW Hourly Rate		\$ 53.49	\$ 68.26	\$ 83.03	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 23.50	\$ 23.50	\$ 23.50															
Total Paid Hourly Rate		\$ 53.04	\$ 67.81	\$ 82.58	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	3.29	4.20	5.12															
Medicare	0.0145	0.77	0.98	1.20															
Federal Unemployment	0.0080	0.42	0.54	0.66															
California Unemployment	0.0620	3.29	4.20	5.12	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.0767	4.07	4.07	4.07	Usually less than 11%; can request policy.														
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 11.84	\$ 14.00	\$ 16.17															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 65.33	\$ 82.26	\$ 99.20	= Amount Contractor paid to employee														

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Thomas Murphy Company Name: TJR Resources, Inc  
(print name)

Signature: [Signature]

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR Bill Litchfield Construction, Inc.

SUBCONTRACTOR TJR Resources, Inc

PROJECT NO. 18-02

CONTRACT NO. 18-02

DATE 6/29/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Operating Engineer

CLASSIFICATION: Operating Engineer Grp 6 Area 1

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 39.79	\$ 59.69	\$ 79.58	Use certified payroll to verify.														
	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td>x</td><td></td></tr><tr><td>x</td><td></td></tr><tr><td></td><td>X</td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		x		x			X	X		X					
Benefit Paid	Benefit Provided																		
(put X in appropriate box)																			
x																			
x																			
	X																		
X																			
X																			
Fringe Benefits:																			
Pension <sup>1</sup>		10.78	10.78	10.78															
Health/Welfare <sup>1</sup>		13.88	13.88	13.88															
Training/Certification <sup>1</sup>		1.02	1.02	1.02															
Vacation/Holiday <sup>1</sup>		4.56	4.56	4.56															
Other		0.79	0.79	0.79															
Fringe Benefits Subtotal		\$ 31.03	\$ 31.03	\$ 31.03															
Total PW Hourly Rate		\$ 70.82	\$ 90.72	\$ 110.61	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 30.01	\$ 30.01	\$ 30.01															
Total Paid Hourly Rate		\$ 69.80	\$ 89.70	\$ 109.59	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	4.33	5.56	6.79															
Medicare	0.0145	1.01	1.30	1.59															
Federal Unemployment	0.0080	0.56	0.72	0.88															
California Unemployment	0.0620	4.33	5.56	6.79	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.0662	4.62	4.62	4.62	Usually less than 11%, can request policy.														
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 14.85	\$ 17.76	\$ 20.68															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 85.67	\$ 108.48	\$ 131.29	= Amount Contractor paid to employee														

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Thomas Murphy Company Name: TJR Resources, Inc  
(print name)

Signature: [Signature]



PCO 9

**AERRCO PACIFIC, INC.**

11370-J Amalgam Way, Rancho Cordova, CA 95670

916-635-5635

916-635-4906 fax

July 13, 2018

Bill Litchfield Construction, Inc.

13340 Grass Valley Avenue, Unit D

Grass Valley, CA 95945

Attn: Abe Toor

RE: Center HS New Campus Entry  
Antelope, CA

T&amp;M Work

Report 002 tag 3243:

repair and relocate existing mainline on July 5th and 10th, 2-hours each day

Date		HOURS	RATE	MATERIAL	EQUIPT.	LABOR	OTHER
7/10/2018	<b>LABOR</b>						
	Operator	0	83.35			0.00	
	Laborer	8	61.89			495.12	
	Laborer OT (premium time only)	0	15.81			0.00	
	Laborer 2X (double time only)	0	31.62			0.00	
	<b>EQUIPMENT</b>						
	T-172 F-250 Truck (Code 06-12)	0	24.98		0.00		
	T-181 F-250 Truck (Code 06-12)	0	24.98		0.00		
	Trailer TB-2 (Code 12-14)	0	5.71		0.00		
	JD 35G-4 Mini-ex (Code 1730)	2	27.05		54.10		
	JD 3039R-5 (Code <50,A)	0	21.74		0.00		
	Weed Eater (Code SRM3800)	0	0.71		0.00		
	<b>MATERIAL</b>						
	Site One Landscape (Inv #87034985)	1	31.70	31.70			
	Redi Gro (Inv #)	1	0.00	0.00			
	Sierra Waste Recycling (Inv #)	1	0.00	0.00			
	<b>OTHER-SUB</b>						
	Water Truck (by others)	0	0.00				0.00

LABOR	495.12
EQUIPMENT:	54.10
MATERIAL	31.70
OTHER-SUB	0.00
<b>SUBTOTAL:</b>	<b>580.92</b>
<b>PROFIT &amp; OVERHEAD @ 10%</b>	<b>58.09</b>
<b>TOTAL:</b>	<b>\$639.01</b>



# AERCO PACIFIC INC.

No 3243

Landscape Contractors

11370-J Amalgam Way • Rancho Cordova, CA 95670  
916-635-5635 • FAX: 916-635-4906 • Lic. No. 166242

## TIME AND MATERIAL RECORD SHEET

Work done for: BLC Contract No. \_\_\_\_\_ R# 002  
Project Center High School Work order No. \_\_\_\_\_ Sheet \_\_\_\_\_  
new Campus entry Plaza Date 7-10-18  
Complete ( ) More to Follow ( )

DESCRIPTION OF WORK		WORK ACCOMPLISHED TODAY	
Fixing and Relocating main lane on July 5th and July 10th. 2 hrs Each day			
EMPLOYEE NAME	CLASSIFICATION	HOURS	REMARKS
1. Martin Rodriguez	Labor	4	
2. Asencion Ortiz	Labor	4	
3.			
4.			
5.			
6.			
7.			
8.			
MATERIAL DESCRIPTION		QUANTITY	
1. 3" SCH 40 Couplings		2	
2. 3" SCH 40 90°		4	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
WORK DONE BY SPECIALISTS		UOM	
1.			
2.			
3.			
4.			
TYPE EQUIPMENT	MAKE AND MODEL	HOURS	
1. Mini Excavator	35G #4	2	
2.			
3.			
4.			

AERCO REPRESENTATIVE:

Martin Rodriguez

DATE

7-10-18

CONTRACTOR'S SIGNATURE

BRIAN MURPHY

DATE

INSPECTOR'S SIGNATURE

DATE

HEREON IS AN ACKNOWLEDGEMENT OF EXPENDITURE OF MAN-HOURS, MATERIAL, AND EQUIPMENT FOR ADDITIVE OR DISPUTED WORK ONLY.

# Sales Invoice



Stronger Together

Sacramento CA #306  
6500 Elvas Ave  
Sacramento, CA 95819-4338  
W: (916)452-8041

Ordered	Order#	PO#	Invoiced	Invoice#
07/13/2018	T3152097	3243	07/13/2018	87034985
Printed	Requested for	Ship Via	Customer Contact	Sales Associate
07/13/2018		Customer Pick up	MARTIN RODRIGUEZ	Ryan Morton

## Sold To:

Josh Houck - Aerco Pacific Extra Work (#522300)  
11370 Amalgam Way Ste J  
Rancho Cordova, CA 95670-4429  
W: (916)635-5635 F: (916)635-4906

## Ship To:

Josh Houck - Aerco Pacific Extra Work (#522300)  
EXTRA WORK  
11370 Amalgam Way Ste J  
Rancho Cordova, CA 95670-4429  
F: (916)635-4906 F: (916)635-4906

For Chemical Emergency Spill, Leak, Fire,  
Exposure, or Accident Emergency Response  
Assistance, call: CHEMTREC  
Day or Night- 1 (800) 424-9300

## Special Instructions:

Job Name: Center High School (BLC)

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Open	Net Price	Ext Price
1	429-030	3 Coupling Soc PVC Fitting	2	2	0	3.240/EA	6.480
2	406-030	3 90 Degree Ell Soc PVC Fitting	4	4	0	5.700/EA	22.800

PAYMENT: Check# 29746 \$31.70

Subtotal: \$29.28  
Sales Tax: \$2.42  
Freight: \$0.00  
Total: \$31.70  
Total Payment: \$31.70  
Amount Due: \$0.00

## CUSTOMER SIGNATURE:

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to him by this company on these conditions.

Note: Returns subject to 20% restock charge.



CUSTOMER  
OBSESSED

KELLY FORAKER | Area Manager  
559-217-2307 | KForaker@SiteOne.com

We are 100% committed to your success. Please don't hesitate to contact me directly at the number above with feedback and input regarding your visit to our store today.

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR Bili Litchfield Construction, Inc.

SUBCONTRACTOR Aerco Pacific, Inc.

PROJECT NO. 18-02

CONTRACT NO. 18-02

DATE 7/12/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Landscape

CLASSIFICATION: Labors

Item	Rate Per \$100	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 29.54	\$ 44.31	\$ 59.08	Use certified payroll to verify.
Fringe Benefits:					
	(put X in appropriate box)				
Pension <sup>1</sup>	X	8.96	8.96	8.96	
Health/Welfare <sup>1</sup>	X	8.25	8.25	8.25	
Training/Certification <sup>1</sup>	X	0.45	0.45	0.45	
Vacation/Holiday <sup>1</sup>	X	2.75	2.75	2.75	
Other	X	3.66	3.66	3.66	
Fringe Benefits Subtotal		\$ 24.07	\$ 24.07	\$ 24.07	
Total PW Hourly Rate		\$ 53.61	\$ 68.38	\$ 83.15	= Base Labor Rate + Benefits Paid + Benefits Provided
Benefits Paid		\$ 8.70	\$ 8.70	\$ 8.70	
Total Paid Hourly Rate		\$ 38.24	\$ 53.01	\$ 67.78	= Base Labor Rate + Benefits Paid
Burden: Taxes & Insurance <sup>2</sup>					
FICA	0.0620	2.37	3.29	4.20	
Medicare	0.0145	0.65	0.77	0.98	
Federal Unemployment	0.0080	0.31	0.42	0.54	
California Unemployment		0.21	-	-	Maximum - 0.062.
Workers Compensation <sup>1</sup>		4.84	4.84	4.84	Usually less than 11%; can request policy.
Other <sup>1</sup>		-	-	-	
Other <sup>1</sup>		-	-	-	
Burden Subtotal		\$ 8.28	\$ 9.32	\$ 10.57	
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 61.89	\$ 77.70	\$ 93.72	= Amount Contractor paid to employee

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Brian Murray Company Name: Aerco Pacific Inc.

(print name)

Signature: 

7/13/18



Center Joint Unified School District  
8408 Watt Avenue  
Antelope, CA 95843  
(916) 338-8400 Office  
(916) 338-8411 Fax

## PROPOSED CHANGE ORDER

**PCO #: 010**

**PROJECT:** Center High School New Campus Entry Plaza #18-02

**DSA APPLICATION NO.:** 02-116405

**NAME OF CONTRACTOR:** Bill Litchfield Construction, Inc.

**NAME OF ARCHITECT:** Nacht & Lewis

Contractor proposes to change the Contract as follows:

Work performed by TJR Resources, Inc., – Move trash enclosure as requested in RFI # 021.

### PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$4,215.12
2. The proposed schedule change is 2 days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Bill Litchfield Construction	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Sharon Thomas</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>Craig Deason</i>
(Signature)	(Signature)	(Signature)	(Signature)
Sharon Thomas	ERIC SIQUENTES	Abe Toor	Craig Deason
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 10/31/18	DATE: 10/31/18	DATE: 10/31/2018	DATE: 11/1/18



## CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: CENTER HIGH SCHOOL - NEW CAMPUS ENTRY PLAZA  
PROJECT NO: 18-02  
CONTRACTOR: Bill Litchfield Construction, Inc.

P.C.O. NO.: O10  
RFI/RFP.: O21  
DATE: 10/31/2018

DESCRIPTION OF CHANGE: Work Performed By TJR Resources - Move Trash Enclosure As Requested in RFI # 021

### Contractor's Direct Costs

#### Additive Costs

A Labor: Supervision - 16 hrs. x \$51.82	\$829.12	
B Material		
C Equipment		
D Subtotal of Additive Cost		\$829.12

#### Deductive Costs (use minus sign to denote negative figures)

E Labor		
F Material		
G Equipment		
H Subtotal of Deductive Cost		\$0.00

I Contractor's Total Direct Cost (D+H) \$829.12

J Contractor's Mark-up \$82.91

Line "J" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are calculated at 10%

K **Total Contractor Direct Costs + Mark-up (Line I + J)** \$912.03

L **Total Subcontractor Direct Costs** \$2,835.98

(Note: If there are two or more subcontractors for this change item, then use a separate form for each subcontractor.)  
Sum of Lines "I" and "L" from Subcontractor Change Order Request Summary Forms

M Subcontractor Mark-up \$283.60

Sum of Lines "J", "M", "N" and "O" from Subcontractor Change Order Request Summary Forms

N Contractor's Mark-up on Subcontractor Direct Costs \$141.78

Line "N" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to the line "L" subtotal are calculated at 5%

O Contractor's Mark-up on Bond Costs \$41.73

Line "O" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to lines "K + L + M + N" subtotal are calculated at 1%

P **Total Contractor Change Request (Line K + L + M + N + O)** \$4,215.12

Q **Total Contractor Time Extension Required For Changes Described In This P.C.O.** 2 Days

To the best of my knowledge and belief, I certify that all costs listed above are correct.

10/31/2018

Contractor Signature

Date



## SUBCONTRACTOR CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: CENTER HIGH SCHOOL-NEW CAMPUS ENTRY PLAZA

P.C.O. NO.: 010

PROJECT NO: 18-02

RFI/RFP.: 021

GENERAL CONTRACTOR: Bill Litchfield Construction, Inc.

DATE: 9/13/2018

SUBCONTRACTOR: TJR Resources, Inc.

DESCRIPTION OF CHANGE: Move Trash Enclosure As Requested In RFI # 021

### Subcontractor Direct Costs

#### Additive Costs

- A Labor: Please see attached breakdown of materials  
B Materials: Please see attached breakdown of materials  
C Equipment Rental: Please see attached breakdown of materials

\$1,014.98

\$1,571.00

\$250.00

- D Subtotal of Additive Cost

\$2,835.98

#### Deductive Costs (use minus sign to denote negative figures)

- E Labor  
F Material  
G Equipment

- H Subtotal of Deductive Cost

- I Subcontractor's Total Direct Cost (Line D + H)

\$2,835.98

- J Subcontractor's Mark-up On Equipment, Materials And Specialists:

\$283.60

Line "J" mark-up is calculated in accordance with the Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are 10%

- K Total Subcontractor Direct Costs + Mark-up (Line I + J)

\$3,119.58

- L Total of all Sub-tier Subcontractor Direct Costs

- M Sub-tier Subcontractor Mark-up on first \$50,000

Individual sub-tier subcontractor mark-ups shall conform to max. & min. mark-ups listed for line "J" above.

- N Sub-tier Subcontractor Mark-up on balance beyond \$50,000

Individual sub-tier subcontractor mark-ups shall conform to max. & min. mark-ups listed for line "J" above.

- O Subcontractor's Mark-up on Sub-tier Subcontract Work (7% of Line "L" Total)

7.0% \$0.00

- P Total Subcontractor Change Request (Line K + L + M + N + O)

\$3,119.58



PO Box 637  
Rancho Cordova, CA 95741  
Office/Fax: 888.423.7789  
CA DVBE #1759799  
CSLB # 989449

FROM: TJR Resources, Inc.

7 July 2018

TO: Bill Litchfield Construction, Inc  
13340 Grass Valley Ave, Unit D  
Grass Valley, CA 95945  
ATTN: Abe Toor

SUBJ: Center High School New Entry Plaza

Abe,

1. This change order reflects changes requested in the field.
  - a. **CHANGE DESCRIPTION:** Move trash enclosure and enlarge footings on T & M basis
  - b. **COST IMPACT:** \$3,119.58 (see attached breakout)
  - c. **TIME IMPACT:** 2 Working Days
2. **NET TOTAL OF CHANGE ORDERS:** Addition of \$3,119.58 and project extension of 3 working days
3. If you have any questions, please contact me at (541)961-0394 or at [tom.nordyke@tirresources.com](mailto:tom.nordyke@tirresources.com).

Respectfully Submitted,

*Tom Nordyke*

THOMAS NORDYKE  
Project Manager, VP  
TJR Resources, Inc



[illegible]

# DAILY EXTRA WORK REPORT

DATE OF REPORT:

7/20/18

DATE WORK PERFORMED

7/20/18

CONTRACTOR:

TJR RESOURCES

DESCRIPTION OF WORK:

RE-LOCATE TRASH ENCLOSURE

PROJECT NAME:

NEW ENTRY PLAZA

DISTRICT:

CJUSD

JOB NUMBER:

REPORT NUMBER:

PCO NUMBER:

#10

COR NUMBER:

APPROVED BY:

NOTIFIED INSPECTION:

DATE

TIME

EQUIP NO.	EQUIPMENT	HRS.	HOURLY RATE	EXTENDED AMOUNT	LABOR/TRADE	REG.	O.T.	HOURS	RATE	EXTENDED AMOUNT
	EXCAVATOR	2			ANTONIO	REG.		4		
					JORGE	REG.		4		
					JOSE	REG.		4		
						O.T.				
						REG.				
						O.T.				
						REG.				
						O.T.				
						REG.				
						O.T.				
EQUIPMENT TOTAL										
MATERIAL		UNITS	UNIT COST	LABOR EXPENSES						
S/B REBAR		200LF		ADDED LABOR SURCHARGE						
AB BASE ROCK		3YDS	✓	BRIAN MURPHY 7/20/18						
				CONTRACTOR'S REPRESENTATIVE						
				Shawn Zhou - CPM. 7/20/18						
				PROJECT INSPECTOR						
				DATE						

9/12/2018

EQUIP NO.	EQUIPMENT	HRS.	HOURLY RATE	EXTENDED AMOUNT	LABOR/TRADE		HOURS	RATE	EXTENDED AMOUNT
					who?	REG.	2		
						O.T.			
						REG.			
						O.T.			
						REG.			
						O.T.			
						REG.			
						O.T.			
						REG.			
						O.T.			
EQUIPMENT TOTAL									
MATERIAL		UNITS	UNIT COST		LABOR EXPENSES				
CONCRETE		7 yds	✓		ADDED LABOR SURCHARGE				
					Kui Nam 7/24/18				
					CONTRACTOR'S REPRESENTATIVE				
					Sham Ong 7/24/18				
					PROJECT INSPECTOR				
					DATE				

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR Bill Litchfield Construction, Inc.

SUBCONTRACTOR TJR Resources, Inc

PROJECT NO. 18-02

CONTRACT NO. 18-02

DATE 6/29/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Laborer

CLASSIFICATION: Laborer Grp 3 Area 2

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 29.54	\$ 44.31	\$ 59.08	Use certified payroll to verify.														
	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td>x</td><td></td></tr><tr><td>x</td><td></td></tr><tr><td></td><td>X</td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		x		x			X	X		X					
Benefit Paid	Benefit Provided																		
(put X in appropriate box)																			
x																			
x																			
	X																		
X																			
X																			
Fringe Benefits:																			
Pension <sup>1</sup>		12.20	12.20	12.20															
Health/Welfare <sup>1</sup>		8.25	8.25	8.25															
Training/Certification <sup>1</sup>		0.45	0.45	0.45															
Vacation/Holiday <sup>1</sup>		2.75	2.75	2.75															
Other		0.30	0.30	0.30															
Fringe Benefits Subtotal		\$ 23.95	\$ 23.95	\$ 23.95															
Total PW Hourly Rate		\$ 53.49	\$ 68.26	\$ 83.03	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 23.50	\$ 23.50	\$ 23.50															
Total Paid Hourly Rate		\$ 53.04	\$ 67.81	\$ 82.58	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	3.29	4.20	5.12															
Medicare	0.0145	0.77	0.98	1.20															
Federal Unemployment	0.0080	0.42	0.54	0.66															
California Unemployment	0.0620	3.29	4.20	5.12	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.0767	4.07	4.07	4.07	Usually less than 11%; can request policy.														
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 11.84	\$ 14.00	\$ 16.17															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 65.33	\$ 82.26	\$ 99.20	= Amount Contractor paid to employee														

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Thomas Murphy Company Name: TJR Resources, Inc  
(print name)

Signature: [Signature]

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR Bill Litchfield Construction, Inc.

SUBCONTRACTOR TJR Resources, Inc

PROJECT NO. 18-02

CONTRACT NO. 18-02

DATE 6/29/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Cement Mason CLASSIFICATION: Cement Mason - Journeyman

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 35.05	\$ 52.58	\$ 70.10	Use certified payroll to verify.														
	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td></td><td>X</td></tr><tr><td></td><td>X</td></tr><tr><td></td><td>X</td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)			X		X		X	X		X					
Benefit Paid	Benefit Provided																		
(put X in appropriate box)																			
	X																		
	X																		
	X																		
X																			
X																			
Fringe Benefits:																			
Pension <sup>1</sup>		11.00	11.00	11.00															
Health/Welfare <sup>1</sup>		8.45	8.45	8.45															
Training/Certification <sup>1</sup>		0.67	0.67	0.67															
Vacation/Holiday <sup>1</sup>		4.00	4.00	4.00															
Other		1.79	1.79	1.79															
Fringe Benefits Subtotal		\$ 25.91	\$ 25.91	\$ 25.91															
Total PW Hourly Rate		\$ 60.96	\$ 78.49	\$ 96.01	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 5.79	\$ 5.79	\$ 5.79															
Total Paid Hourly Rate		\$ 40.84	\$ 58.37	\$ 75.89	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	2.53	3.62	4.71															
Medicare	0.0145	0.59	0.85	1.10															
Federal Unemployment	0.0080	0.33	0.47	0.61															
California Unemployment	0.0620	2.53	3.62	4.71	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.0767	3.13	3.13	3.13	Usually less than 11%; can request policy.														
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 9.12	\$ 11.68	\$ 14.25															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 70.08	\$ 90.17	\$ 110.26	= Amount Contractor paid to employee														

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'a-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Thomas Murphy Company Name: TJR Resources, Inc  
(print name)

Signature: [Signature]

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR Bill Litchfield Construction, Inc.

SUBCONTRACTOR TJR Resources, Inc

PROJECT NO. 18-02

CONTRACT NO. 18-02

DATE 6/29/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Operating Engineer

CLASSIFICATION: Operating Engineer Grp 6 Area 1

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 39.79	\$ 59.69	\$ 79.58	Use certified payroll to verify.														
Fringe Benefits:	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td>x</td><td></td></tr><tr><td>x</td><td></td></tr><tr><td></td><td>X</td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		x		x			X	X		X					
	Benefit Paid	Benefit Provided																	
	(put X in appropriate box)																		
	x																		
	x																		
		X																	
	X																		
X																			
Pension <sup>1</sup>		10.78	10.78	10.78															
Health/Welfare <sup>1</sup>		13.88	13.88	13.88															
Training/Certification <sup>1</sup>		1.02	1.02	1.02															
Vacation/Holiday <sup>1</sup>		4.56	4.56	4.56															
Other		0.79	0.79	0.79															
Fringe Benefits Subtotal		\$ 31.03	\$ 31.03	\$ 31.03															
Total PW Hourly Rate		\$ 70.82	\$ 90.72	\$ 110.61	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 30.01	\$ 30.01	\$ 30.01															
Total Paid Hourly Rate		\$ 69.80	\$ 89.70	\$ 109.59	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	4.33	5.56	6.79															
Medicare	0.0145	1.01	1.30	1.59															
Federal Unemployment	0.0080	0.56	0.72	0.88															
California Unemployment	0.0620	4.33	5.56	6.79	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.0662	4.62	4.62	4.62	Usually less than 11%; can request policy.														
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 14.85	\$ 17.76	\$ 20.68															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 85.67	\$ 108.48	\$ 131.29	= Amount Contractor paid to employee														

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Thomas Murphy Company Name: TJR Resources, Inc  
(print name)

Signature: [Signature]





Phone: (530) 272-5773 Fax: (530) 272-3296 13341 Grass Valley Ave, Suite D. Grass Valley CA. 95945

## REQUEST FOR INFORMATION

### Underground Utilities at Trash Enclosure

**To:** Sharon Thomas  
**Company:** Capital Program Management  
**Contact Type:** [sharont@capitalpm.com](mailto:sharont@capitalpm.com)

**RFI #** 021  
**Project:** Center High Entry Plaza  
**Date:** 6/28/2018  
**Response Time:** ASAP  
**Reason:** Clarification  
**Priority Level:** High  
**Cost Impact:** Unknown  
**Schedule Impact:** Unknown

**Authorized By:** Abe Toor  
**Company:** Bill Litchfield Construction  
**Contact Type:** [abe@blcbuilt.com](mailto:abe@blcbuilt.com)  
Cell: 916-320-3690

#### QUESTION

Ref: S2.1, A1.10, Picture Below.

During excavation we potholed and located a 2" gas main that runs 2" beneath approximately 10 lin' of trash enclosure footing. Upon further investigation, a 3" steel water line was discovered just below the gas line and running the same length. Because we need footing subgrade compaction a slurry encapsulation around the gas and water or trash enclosure revision may be necessary.

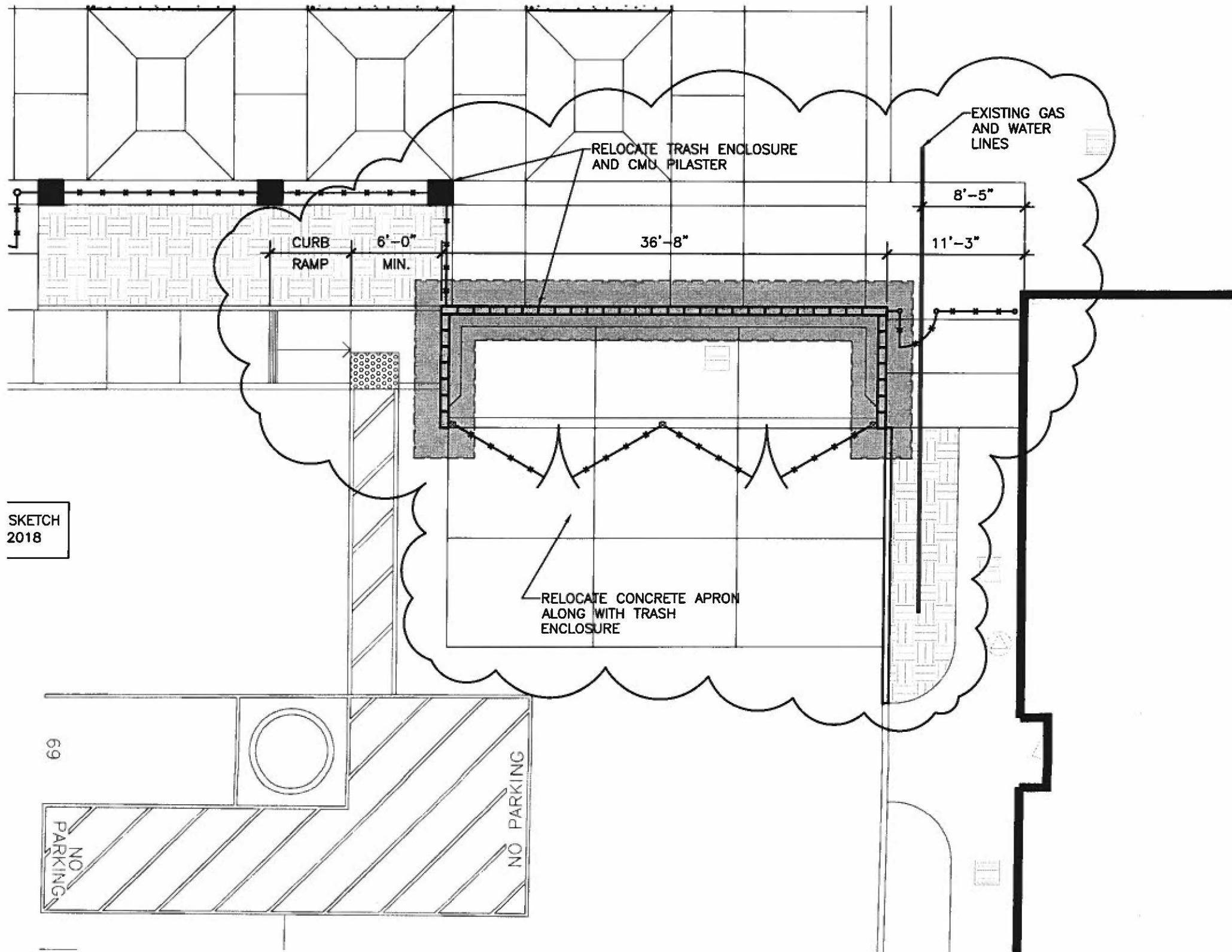
Q1: Please provide direction to preserve the gas and water lines for proposed improvements.

Thank you,

#### ATTACHMENTS/RESPONSE

Contractor shall relocate new trash enclosure and adjacent CMU pilaster per the attached RFI 21 sketch and as discussed during the weekly site visit on 07/03/2018. Contractor shall revise the fencing sections at the service gate to the east of the trash enclosure and the fencing section affected by the relocated CMU pilaster to the west. Contractor shall maintain a minimum 6'-0" long level bottom landing at the curb ramp.

Eric Sifuentes  
Nacht & Lewis  
07/03/2018



SKETCH  
2018



Center Joint Unified School District  
8408 Watt Avenue  
Antelope, CA 95843  
(916) 338-6400 Office  
(916) 338-6411 Fax

## PROPOSED CHANGE ORDER

PCO #: 012

PROJECT: Center High School New Campus Entry Plaza #18-02

DSA APPLICATION NO.: 02-116405

NAME OF CONTRACTOR: Bill Litchfield Construction, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Work performed by TJR Resources, Inc., Per RFI # 019 – Cut and demo 24" trench through existing concrete walkway for the tie-in of storm drain.

### PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$3,683.07
2. The proposed schedule change is 3 days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Bill Litchfield Construction	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Sharon Thomas</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>Craig Deason</i>
(Signature)	(Signature)	(Signature)	(Signature)
Sharon Thomas	ERIC SIQUENTES	Abe Toor	Craig Deason
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 10/31/18	DATE: 10/31/18	DATE: 10/31/2018	DATE: 11/1/18



## CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: CENTER HIGH SCHOOL - NEW CAMPUS ENTRY PLAZA  
PROJECT NO: 18-02  
CONTRACTOR: Bill Litchfield Construction, Inc.

P.C.O. NO.: 012  
RFI/RFP.: 019  
DATE: 10/31/2018

DESCRIPTION OF CHANGE: Work Performed By TJR Resources - Cut And Demo 24" Trench Through Existing Concrete Walkway  
For The Tie-In Of Storm Drain Per RFI # 019 Response.

### Contractor's Direct Costs

#### Additive Costs

- A Labor: Supervision - 8 hrs. x \$51.82  
B Material  
C Equipment  
D Subtotal of Additive Cost

\$414.56
\$414.56

#### Deductive Costs (use minus sign to denote negative figures)

- E Labor  
F Material  
G Equipment  
H Subtotal of Deductive Cost

\$0.00

- I Contractor's Total Direct Cost (D+H)

\$414.56
----------

- J Contractor's Mark-up

\$41.46
---------

Line "J" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are calculated at 10%

- K **Total Contractor Direct Costs + Mark-up (Line I + J)**

\$456.02
----------

- L Total Subcontractor Direct Costs

\$2,774.42
------------

(Note: If there are two or more subcontractors for this change item, then use a separate form for each subcontractor.)  
Sum of Lines "I" and "L" from Subcontractor Change Order Request Summary Forms

- M Subcontractor Mark-up

\$277.44
----------

Sum of Lines "J", "M", "N" and "O" from Subcontractor Change Order Request Summary Forms

- N Contractor's Mark-up on Subcontractor Direct Costs

\$138.72
----------

Line "N" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to the line "L" subtotal are calculated at 5%

- O Contractor's Mark-up on Bond Costs

\$36.47
---------

Line "O" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to lines "K + L + M + N" subtotal are calculated at 1%

- P **Total Contractor Change Request (Line K + L + M + N + O)**

\$3,683.07
------------

- Q **Total Contractor Time Extension Required For Changes Described In This P.C.O.**

3 Days
--------

To the best of my knowledge and belief, I certify that all costs listed above are correct.

10/31/2018

Contractor Signature

Date



## SUBCONTRACTOR CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: CENTER HIGH SCHOOL-NEW CAMPUS ENTRY PLAZA

P.C.O. NO.: 012

PROJECT NO: 18-02

RFI/RFP.: 019

GENERAL CONTRACTOR: Bill Litchfield Construction, Inc.

DATE: 9/14/2018

SUBCONTRACTOR: TJR Resources, Inc.

DESCRIPTION OF CHANGE: Cut And Demo 24" Trench Through Existing Concrete Walkway For The Tie-In Of Storm Drain  
Per RFI # 019 Response.

### Subcontractor Direct Costs

#### Additive Costs

- A Labor: Please see attached breakdown of labor  
B Materials Please see attached breakdown of materials  
C Equipment Rental - \$187.98

\$2,218.94

\$367.50

\$187.98

- D Subtotal of Additive Cost

\$2,774.42

#### Deductive Costs (use minus sign to denote negative figures)

- E Labor  
F Material  
G Equipment

- H Subtotal of Deductive Cost

\$0.00

- I Subcontractor's Total Direct Cost (Line D + H)

\$2,774.42

- J Subcontractor's Mark-up On Equipment, Materials And Specialists:

\$277.44

*Line "J" mark-up is calculated in accordance with the Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are 10%*

- K **Total Subcontractor Direct Costs + Mark-up (Line I + J)**

**\$3,051.86**

- L Total of all Sub-tier Subcontractor Direct Costs

- M Sub-tier Subcontractor Mark-up on first \$50,000

*Individual sub-tier subcontractor mark-ups shall conform to max. & min. mark-ups listed for line "J" above.*

- N Sub-tier Subcontractor Mark-up on balance beyond \$50,000

*Individual sub-tier subcontractor mark-ups shall conform to max. & min. mark-ups listed for line "J" above.*

- O Subcontractor's Mark-up on Sub-tier Subcontract Work (7% of Line "L" Total)

7.0% \$0.00

- P **Total Subcontractor Change Request (Line K + L + M + N + O)**

**\$3,051.86**



PO Box 637  
Rancho Cordova, CA 95741  
Office/Fax: 888.423.7789  
CA DVBE #1759799  
CSLB # 989449

---

FROM: TJR Resources, Inc.

7 July 2018

TO: Bill Litchfield Construction, Inc  
13340 Grass Valley Ave, Unit D  
Grass Valley, CA 95945  
ATTN: Abe Toor

SUBJ: Center High School New Entry Plaza

Abe,

1. This change order reflects changes requested in the field.
  - a. **CHANGE DESCRIPTION:** Tie in to existing Storm Drain on a T & M basis
  - b. **COST IMPACT:** \$3,051.86 (see attached breakout)
  - c. **TIME IMPACT:** 3 Working Days
2. **NET TOTAL OF CHANGE ORDERS:** Addition of \$3,051.86 and project extension of 3 working days
3. If you have any questions, please contact me at (541)961-0394 or at [tom.nordyke@tjrresources.com](mailto:tom.nordyke@tjrresources.com).

Respectfully Submitted,

*Tom Nordyke*

THOMAS NORDYKE  
Project Manager, VP  
TJR Resources, Inc

Equip No.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
	Excavator	3	\$37.86	\$113.58	Cement Mason - Foreman	10	\$75.23	\$752.30
	Truck - Loader	3	\$24.80	\$74.40	Operator	6	\$85.67	\$514.02
					Cement Mason - Journeyman	8	\$70.08	\$560.64
					Laborer	6	\$65.33	\$391.98
MATERIAL AND/OR SPECIALISTS								
DESCRIPTION		# UNITS	UNIT PRICE	EXTENDED AMOUNTS				
Aggregate Base		6 CY	\$20/CY	\$120.00				
Concrete		1.5	\$165	\$247.50				
					PCO 12: Storm Drain Tie-In	Subtotal \$2,218.94		
					TOTAL COST OF LABOR \$2,218.94			
TOTAL COST OF EQUIPMENT, MATERIALS AND SPECIALISTS					\$555.48			
					Subtotal \$2,774.42			
					10% Markup on Equip., Mat'ls, Specialists & Labor \$277.44			
					<b>TOTAL COST THIS REPORT \$3,051.86</b>			



# DAILY EXTRA WORK REPORT

PCO 12

DATE OF REPORT:

8/8/18

DATE WORK PERFORMED

8/3/8/6/8/7

CONTRACTOR:

TJR RESOURCES INC

DESCRIPTION OF WORK:

STORM DRAIN TIE-IN

PROJECT NAME:

CENTER HIGH SCHOOL ENTRY PLAZA

DISTRICT:

CJUSD

NOTIFIED INSPECTION:

DATE

TIME

JOB NUMBER:

REPORT NUMBER:

PCO NUMBER:

COR NUMBER:

APPROVED BY:

EQUIP NO.	EQUIPMENT	HRS.	HOURLY RATE	EXTENDED AMOUNT	LABOR/TRADE		HOURS	RATE	EXTENDED AMOUNT
	CAL - CUT - CORE				OPERATOR	REG.	6		
	EXCAVATOR -	3	37.80	113.58		O.T.			
	<del>BACKHOE</del> TRUCK - LOADER	3	24.80	74.40	FOREMAN	REG.	10		
						O.T.			
					CONC. MASON (2)	REG.	8		
						O.T.			
					LABORER	REG.	6		
						O.T.			
						REG.			
						O.T.			
EQUIPMENT TOTAL									
MATERIAL		UNITS	UNIT COST	LABOR EXPENSES					
AGGREGATE BASE		6 ✓	20 ✓	120 ✓	ADDED LABOR SURCHARGE				
CONCRETE		1.5	165	247.50	<div>For My <span>8/8/18</span></div>				
REBAR		130							
					CONTRACTOR'S REPRESENTATIVE				
					PROJECT INSPECTOR				DATE

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR Bill Litchfield Construction, Inc.

SUBCONTRACTOR TJR Resources, Inc

PROJECT NO. 18-02

CONTRACT NO. 18-02

DATE 6/29/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Cement Mason

CLASSIFICATION: Cement Mason - Journeyman

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 35.05	\$ 52.58	\$ 70.10	Use certified payroll to verify.														
	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td></td><td>X</td></tr><tr><td></td><td>X</td></tr><tr><td></td><td>X</td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)			X		X		X	X		X					
Benefit Paid	Benefit Provided																		
(put X in appropriate box)																			
	X																		
	X																		
	X																		
X																			
X																			
Fringe Benefits:																			
Pension <sup>1</sup>		11.00	11.00	11.00															
Health/Welfare <sup>1</sup>		8.45	8.45	8.45															
Training/Certification <sup>1</sup>		0.67	0.67	0.67															
Vacation/Holiday <sup>1</sup>		4.00	4.00	4.00															
Other		1.79	1.79	1.79															
Fringe Benefits Subtotal		\$ 25.91	\$ 25.91	\$ 25.91															
Total PW Hourly Rate		\$ 60.96	\$ 78.49	\$ 96.01	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 5.79	\$ 5.79	\$ 5.79															
Total Paid Hourly Rate		\$ 40.84	\$ 58.37	\$ 75.89	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	2.53	3.62	4.71															
Medicare	0.0145	0.59	0.85	1.10															
Federal Unemployment	0.0080	0.33	0.47	0.61															
California Unemployment	0.0620	2.53	3.62	4.71	Maximum - 0.062														
Workers Compensation <sup>1</sup>	0.0767	3.13	3.13	3.13	Usually less than 11%; can request policy.														
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 9.12	\$ 11.68	\$ 14.25															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 70.08	\$ 90.17	\$ 110.26	= Amount Contractor paid to employee														

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Thomas Murphy Company Name: TJR Resources, Inc  
(print name)

Signature: [Signature]

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR BIII Litchfield Construction, Inc.

SUBCONTRACTOR TJR Resources, Inc

PROJECT NO. 18-02

CONTRACT NO. 18-02

DATE 6/29/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Operating Engineer

CLASSIFICATION: Operating Engineer Grp 6 Area 1

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 39.79	\$ 59.69	\$ 79.58	Use certified payroll to verify.														
	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td>Pension <sup>1</sup></td><td></td></tr><tr><td>Health/Welfare <sup>1</sup></td><td></td></tr><tr><td>Training/Certification <sup>1</sup></td><td>X</td></tr><tr><td>Vacation/Holiday <sup>1</sup></td><td></td></tr><tr><td>Other</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		Pension <sup>1</sup>		Health/Welfare <sup>1</sup>		Training/Certification <sup>1</sup>	X	Vacation/Holiday <sup>1</sup>		Other					
Benefit Paid	Benefit Provided																		
(put X in appropriate box)																			
Pension <sup>1</sup>																			
Health/Welfare <sup>1</sup>																			
Training/Certification <sup>1</sup>	X																		
Vacation/Holiday <sup>1</sup>																			
Other																			
Fringe Benefits:																			
Pension <sup>1</sup>		10.78	10.78	10.78															
Health/Welfare <sup>1</sup>		13.88	13.88	13.88															
Training/Certification <sup>1</sup>		1.02	1.02	1.02															
Vacation/Holiday <sup>1</sup>		4.56	4.56	4.56															
Other		0.79	0.79	0.79															
Fringe Benefits Subtotal		\$ 31.03	\$ 31.03	\$ 31.03															
Total PW Hourly Rate		\$ 70.82	\$ 90.72	\$ 110.61	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 30.01	\$ 30.01	\$ 30.01															
Total Paid Hourly Rate		\$ 69.80	\$ 89.70	\$ 109.59	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	4.33	5.56	6.79															
Medicare	0.0145	1.01	1.30	1.59															
Federal Unemployment	0.0080	0.56	0.72	0.88															
California Unemployment	0.0620	4.33	5.56	6.79	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.0662	4.62	4.62	4.62	Usually less than 11%; can request policy.														
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 14.85	\$ 17.76	\$ 20.68															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 85.67	\$ 108.48	\$ 131.29	= Amount Contractor paid to employee														

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Thomas Murphy  
(print name)

Company Name: TJR Resources, Inc

Signature: 

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR Bill Litchfield Construction, Inc.

SUBCONTRACTOR TJR Resources, Inc

PROJECT NO. 18-02

CONTRACT NO. 18-02

DATE 6/29/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Laborer

CLASSIFICATION: Laborer Grp 3 Area 2

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 29.54	\$ 44.31	\$ 59.08	Use certified payroll to verify.														
	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td>Pension <sup>1</sup></td><td></td></tr><tr><td>Health/Welfare <sup>1</sup></td><td></td></tr><tr><td>Training/Certification <sup>1</sup></td><td>X</td></tr><tr><td>Vacation/Holiday <sup>1</sup></td><td></td></tr><tr><td>Other</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		Pension <sup>1</sup>		Health/Welfare <sup>1</sup>		Training/Certification <sup>1</sup>	X	Vacation/Holiday <sup>1</sup>		Other					
Benefit Paid	Benefit Provided																		
(put X in appropriate box)																			
Pension <sup>1</sup>																			
Health/Welfare <sup>1</sup>																			
Training/Certification <sup>1</sup>	X																		
Vacation/Holiday <sup>1</sup>																			
Other																			
Fringe Benefits:																			
Pension <sup>1</sup>		12.20	12.20	12.20															
Health/Welfare <sup>1</sup>		8.25	8.25	8.25															
Training/Certification <sup>1</sup>		0.45	0.45	0.45															
Vacation/Holiday <sup>1</sup>		2.75	2.75	2.75															
Other		0.30	0.30	0.30															
Fringe Benefits Subtotal		\$ 23.95	\$ 23.95	\$ 23.95															
Total PW Hourly Rate		\$ 53.49	\$ 68.26	\$ 83.03	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 23.50	\$ 23.50	\$ 23.50															
Total Paid Hourly Rate		\$ 53.04	\$ 67.81	\$ 82.58	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	3.29	4.20	5.12															
Medicare	0.0145	0.77	0.98	1.20															
Federal Unemployment	0.0080	0.42	0.54	0.66															
California Unemployment	0.0620	3.29	4.20	5.12	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.0767	4.07	4.07	4.07	Usually less than 11%; can request policy.														
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 11.84	\$ 14.00	\$ 16.17															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 65.33	\$ 82.26	\$ 99.20	= Amount Contractor paid to employee														

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Thomas Murphy Company Name: TJR Resources, Inc  
(print name)

Signature: [Signature]

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR Bill Litchfield Construction, Inc.

SUBCONTRACTOR TJR Resources, Inc

PROJECT NO. 18-02

CONTRACT NO. 18-02

DATE 6/29/2018

### HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Cement Mason

CLASSIFICATION: Cement Mason - Foreman

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$ 39.26	\$ 58.89	\$ 78.52	Use certified payroll to verify.														
	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">(put X in appropriate box)</td></tr><tr><td></td><td>X</td></tr><tr><td></td><td>X</td></tr><tr><td></td><td>X</td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr></table>	Benefit Paid	Benefit Provided	(put X in appropriate box)			X		X		X	X		X					
Benefit Paid	Benefit Provided																		
(put X in appropriate box)																			
	X																		
	X																		
	X																		
X																			
X																			
Fringe Benefits:																			
Pension <sup>1</sup>		11.00	11.00	11.00															
Health/Welfare <sup>1</sup>		8.45	8.45	8.45															
Training/Certification <sup>1</sup>		0.67	0.67	0.67															
Vacation/Holiday <sup>1</sup>		4.00	4.00	4.00															
Other		1.79	1.79	1.79															
Fringe Benefits Subtotal		\$ 25.91	\$ 25.91	\$ 25.91															
Total PW Hourly Rate		\$ 65.17	\$ 84.80	\$ 104.43	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$ 5.79	\$ 5.79	\$ 5.79															
Total Paid Hourly Rate		\$ 45.05	\$ 64.68	\$ 84.31	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>2</sup>																			
FICA	0.0620	2.79	4.01	5.23															
Medicare	0.0145	0.65	0.94	1.22															
Federal Unemployment	0.0080	0.36	0.52	0.67															
California Unemployment	0.0620	2.79	4.01	5.23	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.0767	3.46	3.46	3.46	Usually less than 11%; can request policy.														
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$ 10.06	\$ 12.93	\$ 15.81															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 75.23	\$ 97.73	\$ 120.24	= Amount Contractor paid to employee														

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Thomas Murphy  
(print name)

Company Name: TJR Resources, Inc

Signature: [Signature]



Phone: (530) 272-5773 Fax: (530) 272-3296 13341 Grass Valley Ave, Suite D. Grass Valley CA. 95945

## REQUEST FOR INFORMATION

### Concrete at Storm Tie In

**To:** Sharon Thomas  
**Company:** Capital Program Management  
**Contact Type:** [sharont@capitalpm.com](mailto:sharont@capitalpm.com)

**RFI #** 019  
**Project:** Center High Entry Plaza  
**Date:** 6/27/2018  
**Response Time:** ASAP  
**Reason:** Clarification  
**Priority Level:** High  
**Cost Impact:** Unknown  
**Schedule Impact:** Unknown

**Authored By:** Abe Toor  
**Company:** Bill Litchfield Construction  
**Contact Type:** [abe@blcbuilt.com](mailto:abe@blcbuilt.com)  
Cell: 916-320-3690

### QUESTION

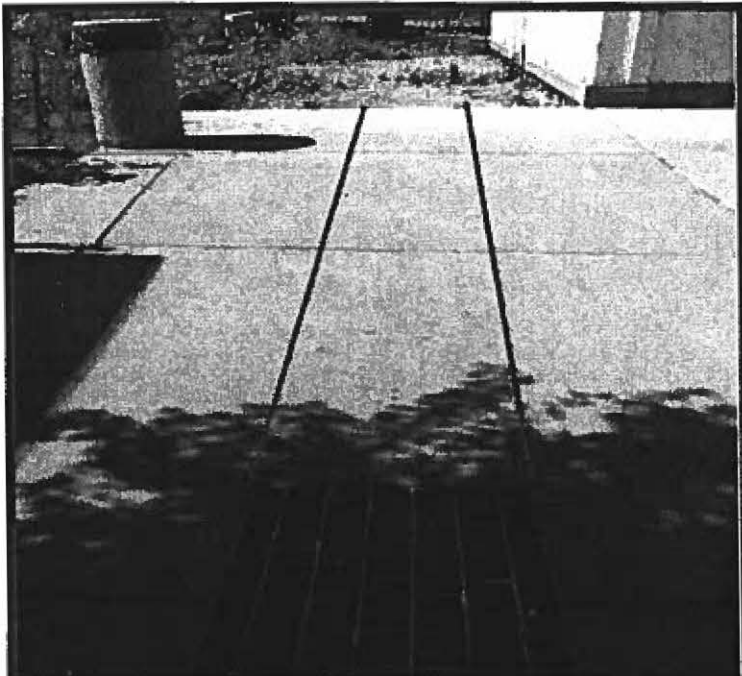
Ref: C2.1, A1.00, picture below.

The tie in DI with grate ele 91.06 is in a concrete courtyard 21' from the line of demolition.  
In order to make the tie in, some amount of existing courtyard concrete will have to be removed and replaced.

Q1: Will the district accept a 21' long 24" saw cut concrete patch or do the adjacent concrete flags need to be removed and replaced?

Thank you,

### ATTACHMENTS/RESPONSE



No exception taken to the 24" wide saw cut in lieu of removing the entire concrete panel from joint to joint.

Eric Sifuentes  
Nacht & Lewis  
07/03/2018





Center Joint Unified School District  
8408 Watt Avenue  
Antelope, CA 95843  
(916) 338-8400 Office  
(916) 338-6411 Fax

## PROPOSED CHANGE ORDER

PCO #: 025

PROJECT: Center High School New Campus Entry Plaza #18-02

DSA APPLICATION NO.: 02-116405

NAME OF CONTRACTOR: Bill Litchfield Construction, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Work performed by Calidad Plumbing Inc.:

Extra work # 1: Run new vent for drinking fountain up wall and tie to existing vent.

Extra work # 2: Add 8 additional clean-outs, (6 for lavs and 2 for urinals).

### PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$1,126.23
2. The proposed schedule change is 2 days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Bill Litchfield Construction	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Sharon Thomas</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>Craig Deason</i>
(Signature)	(Signature)	(Signature)	(Signature)
Sharon Thomas	ERIC SPUENTES	Abe Toor	Craig Deason
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 10/24/18	DATE: 10/24/18	DATE: 10/23/2018	DATE: 10/24/18





## CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: CENTER HIGH SCHOOL - NEW CAMPUS ENTRY PLAZA  
PROJECT NO: 18-02  
CONTRACTOR: Bill Litchfield Construction, Inc.

P.C.O. NO.: 25  
RFI/RFP.:   
DATE: 10/23/2018

DESCRIPTION OF CHANGE: Work performed by Calidad Plumbing, Inc.: Extra work # 1: Run new vent for drinking fountain up wall and tie to existing vent

### Contractor's Direct Costs

#### Additive Costs

A Labor: Supervision - 1 hrs. x \$51.82 = \$51.82

B Material:

C Equipment

D Subtotal of Additive Cost

\$51.82

\$51.82

#### Deductive Costs (use minus sign to denote negative figures)

E Labor

F Material

G Equipment

H Subtotal of Deductive Cost

\$0.00

I Contractor's Total Direct Cost (D+H)

\$51.82

J Contractor's Mark-up

\$5.18

Line "J" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are calculated at 10%

K Total Contractor Direct Costs + Mark-up (Line I + J)

\$57.00

L Total Subcontractor Direct Costs

\$354.50

(Note: If there are two or more subcontractors for this change item, then use a separate form for each subcontractor.)  
Sum of Lines "T" and "L" from Subcontractor Change Order Request Summary Forms

M Subcontractor Mark-up

\$35.45

Sum of Lines "J", "M", "N" and "O" from Subcontractor Change Order Request Summary Forms

N Contractor's Mark-up on Subcontractor Direct Costs

\$17.73

Line "N" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to the line "L" subtotal are calculated at 5%

O Contractor's Mark-up on Bond Costs

\$4.65

Line "O" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to lines "K + L + M + N" subtotal are calculated at 1%

P Total Contractor Change Request (Line K + L + M + N + O)

\$469.33

Q Total Contractor Time Extension Required For Changes Described In This P.C.O.

1 Days

To the best of my knowledge and belief, I certify that all costs listed above are correct.

10/23/2018

Contractor Signature

Date



## SUBCONTRACTOR CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: <u>CENTER HIGH SCHOOL-NEW CAMPUS ENTRY PLAZA</u>	P.C.O. NO.: <u>025</u>
PROJECT NO: <u>18-02</u>	RFI/RFP.: _____
GENERAL CONTRACTOR: <u>BMI Litchfield Construction, Inc.</u>	DATE: <u>10/23/2018</u>
SUBCONTRACTOR: <u>Calidad Plumbing Inc.</u>	

DESCRIPTION OF CHANGE: Extra # 1: Run new vent for drinking fountain up wall and tie to existing vent

\_\_\_\_\_

\_\_\_\_\_

### Subcontractor Direct Costs

#### Additive Costs

A Labor: Plumber - 3 hrs. @ 71.50 hr. = 214.50	\$214.50
B Material:	\$140.00
C Equipment:	
D Subtotal of Additive Cost	\$354.50

#### Deductive Costs (use minus sign to denote negative figures)

E Labor	
F Material	
G Equipment	
H Subtotal of Deductive Cost	\$0.00

I Subcontractor's Total Direct Cost (Line D + H)	\$354.50
--	----------

J Subcontractor's Mark-up	\$35.45
---------------------------	---------

*Line "J" mark-up is calculated in accordance with the Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are 10%*

K Total Subcontractor Direct Costs + Mark-up (Line I + J)	\$389.95
---	----------

L Total of all Sub-tier Subcontractor Direct Costs	
--	--

M Sub-tier Subcontractor Mark-up on first \$50,000	
<i>Individual sub-tier subcontractor mark-ups shall conform to max. &amp; min. mark-ups listed for line "J" above.</i>	

N Sub-tier Subcontractor Mark-up on balance beyond \$50,000	
<i>Individual sub-tier subcontractor mark-ups shall conform to max. &amp; min. mark-ups listed for line "J" above.</i>	

O Subcontractor's Mark-up on Sub-tier Subcontract Work (7% of Line "L" Total)	7.0% <span style="border: 1px solid black; padding: 0 20px;">\$0.00</span>
---	--

P Total Subcontractor Change Request (Line K + L + M + N + O)	\$389.95
---	----------

## **EXTRA WORK:**

### **CALIDAD PLUMBING INC.**

9477 GREENBACK LN. SUITE 513  
FOLSOM CA. 95630  
CAL. LIC. # 840323

PHONE  
(916) 987-0800  
FAX  
(916) 987-0801

DATE 10/22/18  
EXTRA # 1

PROJECT: CENTER HIGH SCHOOL NEW CAMPUS ENTRY PLAZA

THERE WILL BE AN ADDED COST FOR EXTRA WORK, OF THE FOLLOWING:  
RUN NEW VENT FOR DRINKING FOUNTAIN UP WALL AND TIE TO EXISTING  
VENT

#### **BREAKDOWN OF COST:**

MATERIAL 140.00

LABOR  
3 HOURS @ 71.50 214.50

SUBCONTRACTORS

RENTAL EQUIPMENT

10% OVERHEAD & PROFIT 35.45

**TOTAL COST** \$ 389.95

EXCLUSIONS: DEMO OR PATCHING WALLS OR CEILING



## CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: CENTER HIGH SCHOOL - NEW CAMPUS ENTRY PLAZA  
PROJECT NO: 18-02  
CONTRACTOR: Bill Litchfield Construction, Inc.

P.C.O. NO.: 25  
RFI/RFP: \_\_\_\_\_  
DATE: 10/23/2018

DESCRIPTION OF CHANGE: Work performed by Calided Plumbing, Inc.: Extra work # 2; Add 8 additional cleanouts (6 for lavs and 2 for urinals)

### Contractor's Direct Costs

#### Additive Costs

- A Labor: Supervision - 1 hrs. x \$51.82 = \$51.82  
B Material:  
C Equipment

\$51.82

- D Subtotal of Additive Cost

\$51.82

#### Deductive Costs (use minus sign to denote negative figures)

- E Labor  
F Material  
G Equipment


- H Subtotal of Deductive Cost

\$0.00

- I Contractor's Total Direct Cost (D+H)

\$51.82

- J Contractor's Mark-up

\$5.18

Line "J" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are calculated at 10%

- K Total Contractor Direct Costs + Mark-up (Line I + J)

\$57.00

- L Total Subcontractor Direct Costs

\$516.00

(Note: If there are two or more subcontractors for this change item, then use a separate form for each subcontractor.)  
Sum of Lines "I" and "L" from Subcontractor Change Order Request Summary Forms

- M Subcontractor Mark-up

\$51.60

Sum of Lines "J", "M", "N" and "O" from Subcontractor Change Order Request Summary Forms

- N Contractor's Mark-up on Subcontractor Direct Costs

\$25.80

Line "N" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to the line "L" subtotal are calculated at 5%

- O Contractor's Mark-up on Bond Costs

\$6.50

Line "O" mark-up is calculated in accordance with Contract General Conditions. Mark-up percentages applied to lines "K + L + M + N" subtotal are calculated at 1%

- P Total Contractor Change Request (Line K + L + M + N + O)

\$656.90

- Q Total Contractor Time Extension Required For Changes Described in This P.C.O.

1 Days

To the best of my knowledge and belief, I certify that all costs listed above are correct.

10/23/2018

Contractor Signature

Date



## SUBCONTRACTOR CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: <u>CENTER HIGH SCHOOL-NEW CAMPUS ENTRY PLAZA</u>	P.C.O. NO.: <u>025</u>
PROJECT NO: <u>18-02</u>	RFI/RFP: _____
GENERAL CONTRACTOR: <u>Bill Litchfield Construction, Inc.</u>	DATE: <u>10/23/20 18</u>
SUBCONTRACTOR: <u>Calidad Plumbing Inc.</u>	

DESCRIPTION OF CHANGE: Extra # 2: Add 8 additional cleanouts, (6 for lavs, and 2 for urinals)

\_\_\_\_\_

\_\_\_\_\_

### Subcontractor Direct Costs

#### Additive Costs

A Labor: Plumber - 4 hrs. @ 71.50 hr. = 286.00		\$286.00
B Material:		\$230.00
C Equipment:		
D Subtotal of Additive Cost		\$516.00

#### Deductive Costs (use minus sign to denote negative figures)

E Labor		
F Material		
G Equipment		
H Subtotal of Deductive Cost		\$0.00

I Subcontractor's Total Direct Cost (Line D + H)	\$516.00
--	----------

J Subcontractor's Mark-up	\$51.60
---------------------------	---------

*Line "J" mark-up is calculated in accordance with the Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are 10%*

K <b>Total Subcontractor Direct Costs + Mark-up (Line I + J)</b>	<b>\$567.60</b>
--	-----------------

L Total of all Sub-tier Subcontractor Direct Costs	
--	--

M Sub-tier Subcontractor Mark-up on first \$50,000	
<i>Individual sub-tier subcontractor mark-ups shall conform to max. &amp; min. mark-ups listed for line "J" above.</i>	

N Sub-tier Subcontractor Mark-up on balance beyond \$50,000	
<i>Individual sub-tier subcontractor mark-ups shall conform to max. &amp; min. mark-ups listed for line "J" above.</i>	

O Subcontractor's Mark-up on Sub-tier Subcontract Work (7% of Line "L" Total)	7.0%	\$0.00
---	------	--------

P <b>Total Subcontractor Change Request (Line K + L + M + N + O)</b>	<b>\$567.60</b>
--	-----------------

## **EXTRA WORK:**

### **CALIDAD PLUMBING INC.**

9477 GREENBACK LN. SUITE 513  
FOLSOM CA. 95630  
CAL. LIC. # 840323

PHONE  
(916) 987-0800  
FAX  
(916) 987-0801

DATE 10/22/18  
EXTRA # 2

PROJECT: CENTER HIGH SCHOOL NEW CAMPUS ENTRY PLAZA

THERE WILL BE AN ADDED COST FOR EXTRA WORK, OF THE FOLLOWING:  
ADD 8 ADDITIONAL CLEANOUTS (6 FOR LAVS AND 2 FOR URINALS)

#### **BREAKDOWN OF COST:**

MATERIAL 230.00

LABOR  
4 HOURS @ 71.50 286.00

SUBCONTRACTORS

RENTAL EQUIPMENT

10% OVERHEAD & PROFIT 51.60

**TOTAL COST** \$ 567.60

EXCLUSIONS: DEMO OR PATCHING WALLS OR CEILING

PROJECT NAME Center High School New Campus Entry Plaza

CONTRACTOR \_\_\_\_\_

SUBCONTRACTOR Calidad Plumbing Inc.

PROJECT NO. 238422

CONTRACT NO. \_\_\_\_\_

DATE 10/17/2018

### HOURLY LABOR RATE WORKSHEET

*Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)*

TRADE: Plumbing

CLASSIFICATION: Plumber (jobs \$150K or under)

Item	Rate Per \$100	Prevailing Wage Rate			Notes														
		Regular Time	Overtime	Double Time															
Base Labor Rate		\$38.58	\$57.87	\$77.16	Use certified payroll to verify.														
Fringe Benefits:	<table><tr><td>Benefit Paid</td><td>Benefit Provided</td></tr><tr><td colspan="2">put X in appropriate box</td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr><tr><td>X</td><td></td></tr><tr><td></td><td></td></tr><tr><td>X</td><td></td></tr></table>	Benefit Paid	Benefit Provided	put X in appropriate box		X		X		X				X					
	Benefit Paid	Benefit Provided																	
	put X in appropriate box																		
	X																		
	X																		
	X																		
X																			
Pension <sup>1</sup>		8.25	8.25	8.25															
Health/Welfare <sup>1</sup>		9.92	9.92	9.92															
Training/Certification <sup>1</sup>		1.10	1.10	1.10															
Vacation/Holiday <sup>1</sup>		-	-	-															
Other		0.70	0.70	0.70															
Fringe Benefits Subtotal		\$19.97	\$19.97	\$19.97															
Total PW Hourly Rate		\$58.55	\$77.84	\$97.13	= Base Labor Rate + Benefits Paid + Benefits Provided														
Benefits Paid		\$19.97	\$19.97	\$19.97															
Total Paid Hourly Rate		\$58.55	\$77.84	\$97.13	= Base Labor Rate + Benefits Paid														
Burden: Taxes & Insurance <sup>1</sup>																			
FICA	0.0620	3.63	4.83	6.02															
Medicare	0.0145	0.85	1.13	1.41															
Federal Unemployment	0.0080	0.47	0.62	0.78															
California Unemployment	0.0620	3.63	4.83	6.02	Maximum - 0.062.														
Workers Compensation <sup>1</sup>	0.0746	4.37	4.37	4.37															
Other <sup>1</sup>		-	-	-															
Other <sup>1</sup>		-	-	-															
Burden Subtotal		\$12.95	\$15.77	\$18.60															
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC														
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC														
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC														
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$71.50	\$93.61	\$115.73	= Amount Contractor paid to emp														

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and

Rates certified by: Diana Bjorn Company Name: Calidad Plumbing Inc.

(print name)

Signature: \_\_\_\_\_

*Diana Bjorn*



**E-MAILED**  
10/17/18



*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site: Maintenance & Operations**

**Action Item**           X          

**To: Board of Trustees**

**Information Item \_\_\_\_\_**

**Date:** November 14, 2018

# Attached Pages 14

**From: Craig Deason, Assistant Superintendent**

Principal/Administrator Initials:

**SUBJECT: Consultant Services Agreement with Verde Design, Inc.**

The District is requesting approval from the Board to enter into an agreement with Verde Design, Inc. for services and/or advice of a highly specialized and technical nature in connection with the replacement of an existing synthetic turf field at Center High School.

**RECOMMENDATION:** The Center Joint Unified School District Board of Trustees approve the Agreement with Verde Design, Inc.

## **CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 14<sup>th</sup> day of November in the year 2018, between the **CENTER JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as ("DISTRICT"), and **VERDE DESIGN, INC.** hereinafter referred to as "CONSULTANT". The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

**WHEREAS**, the DISTRICT requires services and/or advice of a highly specialized and technical nature in connection with the replacement of an existing synthetic turf field at the Center High School. Such services and advice are not available within the DISTRICT, and cannot be performed satisfactorily by DISTRICT employees; and

**WHEREAS**, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel, and CONSULTANT is specially experienced and competent to provide to the DISTRICT certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, DISTRICT desires to obtain the following specialized services and/or advice: **Center High School Field Replacement**, hereinafter referred to as the "PROJECT"; and

**WHEREAS**, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

**NOW, THEREFORE**, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

### **ARTICLE I** **SCOPE AND SERVICES AND RESPONSIBILITIES**

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONSULTANT's proposal which is attached hereto and incorporated herein as **EXHIBIT "A"** (the "CONSULTANT's WORK PLAN"). Where the CONSULTANT's WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals ("RFP") from the DISTRICT, the CONSULTANT's WORK PLAN shall be considered to include the DISTRICT's RFP. The DISTRICT and CONSULTANT expressly agree to incorporate the terms and conditions of the DISTRICT's RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or the CONSULTANT's WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. Classification: To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.

3. Contract Term. The effective period of this AGREEMENT is to be from **November 14, 2018 through December 31, 2019.**

4. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

c. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and **EXHIBIT "A"** and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any sub consultant the CONSULTANT has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide services in addition to, or different from, the services described in **EXHIBIT "A"**. The CONSULTANT shall advise the DISTRICT in writing of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.

6. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within thirty (30) work days, provide

a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the Program and Projects and get "up to speed" at CONSULTANT's cost.

7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

## **ARTICLE II**

### **COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee schedule information set forth in **EXHIBIT "A"** for the services performed pursuant to this AGREEMENT, at a fixed fee of **Seventy-Four Thousand Eight Hundred Ten Dollars (\$74,810)**.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to 45103.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursables absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

### **ARTICLE III**

#### **REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of reports and/or other documents otherwise not covered in the agreement and approved in advance by District.

b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the District.

d. Mileage at IRS Rate if site exceeds more than 25 miles from the District.

e. Out of town travel approved in advance by District.

2. Reimbursable expenses are estimated to be **One Thousand Dollars (\$1,000)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

### **ARTICLE IV**

#### **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

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

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No



other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IV OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

#### **ARTICLE V** **ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services are articulated in **EXHIBIT "A"**. Such services shall include:

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

b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

c. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT and the

CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

#### **ARTICLE VI**

#### **ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

#### **ARTICLE VII**

#### **REPORTS AND/OR OTHER DOCUMENTS**

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

#### **ARTICLE VIII**

#### **INDEMNITY & INSURANCE**

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The



CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

d. [NOT USED]

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT. IN NO EVENT SHALL THE CONSULTANT'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE CONSULTANT FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

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

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

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

## **ARTICLE IX**

### **MISCELLANEOUS**

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

3. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

4. This AGREEMENT shall be governed by the laws of the State of California.

5. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT "A"** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PORTIONS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

12. Confidentiality: The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

13. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

14. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Center Unified School District  
Attn: Craig Deason  
Assistant Superintendent, Facilities & Operations  
8408 Watt Ave  
Antelope, CA 95843  
Telephone: 916-338-7580  
Email: cdeason@centerusd.org

To the CONSULTANT:

Verde Design, Inc.  
Attn: Mark Baginski, RLA  
Principal  
1843 Iron Point Rd, Suite 140  
Folsom, CA 95630  
Telephone: 916-415-6554  
Email: mark@verdedesigninc.com

15. Tobacco Prohibited: any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. Pursuant to and in accordance with the provisions of Government Code section 8546.7 or any amendments thereto, all books, records and files of CONSULTANT, or any subconsultant connected with the performance of this AGREEMENT involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General

of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this AGREEMENT. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.

20. Prevailing Wages: If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT. CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.

21. Education Code Section 45125.1: During the entire term of this AGREEMENT, CONSULTANT shall fully comply with the provision of Education Code sections 45125.1 (Fingerprinting Requirements), when it is determined that the CONSULTANT will have contract with pupils in the performance of services under this AGREEMENT. See **EXHIBIT "B"** attached.

22. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

**VERDE DESIGN, INC.**

By Mark S. Buginski  
Print Name MARK S. BUGINSKI  
Title PRINCIPAL  
Date 11.5.18  
Address 2455 THE ALAMEDA  
SANTACANA, CA 95050  
Phone 408-850-3411  
Fax \_\_\_\_\_  
Tax ID# 208974203  
Email mark@verdedesigninc.com

**CENTER UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_





VERDE DESIGN

November 5, 2018

Mr. Craig Deason  
Assistant Superintendent, Facilities and Operations  
Center Joint Unified School District  
8408-Watt Avenue  
Antelope, CA 95843

1843 Iron Point Rd, Suite 140  
Folsom, CA 95630  
1 916.415.8554 1 408.985.7260  
[www.VerdeDesignInc.com](http://www.VerdeDesignInc.com)

RE: Center HS Field Replacement  
Verde Design Proposal No. 181600M

Dear Craig:

In response to your request for proposal, Verde Design, Inc. (Consultant) is pleased to submit the following proposal for synthetic turf replacement services at Center High School in Antelope, California. This proposal shall remain valid for a period of sixty (60) days.

**PROJECT APPROACH AND UNDERSTANDING:**

Center Joint Unified High School (District) is seeking athletic field consulting services for replacement of an existing synthetic turf field at Center High School. We understand that the District has as-built drawings of the site for the purposes of determining existing slopes and site improvements that will be used as the basis for the proposed improvements in this package along with a new topographic survey of the field and path of travel areas (Accessible parking, restrooms and drinking fountain) required for DSA Access review.

We understand the project involves the demolition, removal and replacement of the existing synthetic turf field. It is our understanding that the field's permeable base is generally in good condition and may not require any modifications other than minor grade adjustments to allow installation of a permeable composite pad and flushing of the existing track trench drain system. Verde will provide hydraulic calculations for the revised field base to include the permeable composite pad.

The Consultant will provide field permeability testing using the ASTM F2898-11 testing method after the turf removal and any adjustments required because of this testing will be captured within the construction documents for the site. This will result in a "if, then" scenario in the bid documents. If we test the field drainage system and it meets the project requirements we would proceed with base bid option A, if the field does not meet the requirements after testing then option B an additive alternative will be invoked.

We understand that the District may include modification of the existing field watering systems (water cannons and quick couplers) as required, based on the selected synthetic turf infill and the District's needs. Plans will reflect the profile of the new turf system including options for an underlayment system within the grading plans and details provided. All field boxes will be adjusted or replaced as needed to match the new proposed solutions.

Additional site improvements as required for DSA accessibility approval, such as adjustments to perimeter fencing and gate systems, and new signage will also be reviewed. Bid alternatives for replacement of the existing scoreboard will also be prepared. The extent of these improvements will require topographic and accessibility surveys to be contracted and coordinated by the Consultant.

The District is intending to bid through CMAS the field resurfacing work, including all demolition, minor irrigation, site improvements and base adjustments, and the procurement and installation of the new composite base and

infill synthetic turf products. Annual Gmax and HIC testing will be required by the selected synthetic turf installer throughout the life of the product warranty. We are assuming all front end and general project specifications will be developed by the District; Verde Design will complete all technical specifications relating to site improvements, irrigation, surfacing removal and replacement, base modifications and new all-weather and infill synthetic turf products.

The District anticipates a schedule that completes assembly of documents for DSA accessibility submittal by March 2019, with approval and bidding to allow start of construction at the end of school with the goal of substantial completion of the project prior to the start of the 2019-2020 school year.

### **SCOPE OF SERVICES**

Based on past similar successful projects, Verde Design proposes the following detailed scope of work for the above referenced Project Understanding:

#### **A Project Start-up**

1. Attend one (1) kick-off meeting with District and design team to discuss project, including budget, timeline and improvement parameters in detail.
2. Receive as-builts from the District and set up initial drawings.
3. Review any available as-built/record documents for the project site.
4. Site visit to the field to develop a site analysis of assets and liabilities as related to this project. Photograph the site for baseline documentation.
  - a. Investigate water cannons and their viability going forward, explore alternative options including the use of a self-propelled water cannon reel system (KIFCO).
5. Work with District staff on evaluating synthetic turf and infill systems suitable for the replacement project. Items to explore:
  - a. Synthetic turf type and height review
  - b. Synthetic turf Infill review and recommendations including material, installation and maintenance costs
  - c. Site visit to two fields with identified infill options one for FieldTurf and one for AstroTurf.
  - d. Composite base options based on type of turf and infill selected
  - e. CMAS purchase opportunities
6. Develop draft infill synthetic turf specification and field design drawings for review and comment by the District. The turf specification will address the following criteria:
  - a. Material specification requirements.
  - b. Installation crew experience requirements.
  - c. Warranty and Company Financial requirements
  - d. G-max and HIC testing requirements
  - e. Maintenance Contract requirements
  - f. Field markings required, including digital files of field logos, field striping, end zone markings, turf colors, etc.
7. Project administration

#### **B Construction Document Package – 50% CD Submittal**

Upon receiving comments from the District and receiving authorization to proceed into construction documentation, incorporate comments into the 50% CD Submittal.

1. Develop drawings and details completed to a 50% construction document level as required.
2. The following drawings will be provided:
  - a. Cover/Signature Sheet
  - b. Existing Conditions/As-built/Survey Plan
  - c. Accessibility Plan
  - d. Demolition Plan



- e. Grading /Drainage
    - i. Option A solution – Base Bid
    - ii. Option B solution - Add Alternate
  - f. Utility /Irrigation Plan
  - g. Layout Plan
  - h. Material/Detail Reference Plan
  - i. Construction Details for the above items.
  - j. Technical Specifications (MS Word), and coordinate with the District General Conditions and Division One (1) Specifications
- 3. Statement of Probable Construction Costs
  - 4. In-house Redline and revisions.
  - 5. Submittal Preparation and coordination.
  - 6. Redline and Review Quality Control (QC).
  - 7. Attend a meeting to review the 50% CD submittal package with the District (two sets will be provided). Meeting agenda and minutes are to be provided.
  - 8. DSA Preliminary Submittal occurs
  - 9. Project Administration as required.

#### **C Construction Document Package – 100% DSA Submittal**

Based on Review of 50% CD Submittal package and approval to move forward prepare 100% DSA Submittal Package

- 1. Receive comments from the District. Review and incorporate into the package.
- 2. Develop drawings and details completed to a 100% construction document level.
- 3. In-house Redline and revisions.
- 4. Project Administration as required.
- 5. Prepare 100% DSA Submittal Package
- 6. Revise drawings, specifications, and cost estimate to incorporate comments.
- 7. Final Redline and Review Quality Control (QC).
- 8. Submittal Preparation and coordination. One (1) stamped and signed set of plans and specifications will be provided for DSA electronic submittal.
- 9. Project Administration as required.

#### **D DSA Access Only Submittal**

- 1. DSA Access Review Submittal
  - a. Setup the application forms and review with the District.
  - b. Provide DSA with one (1) set of the DSA submittal plans and specifications.
  - c. We will coordinate comments received from DSA with the District for back-check review meeting.
  - d. Attend one (1) back-check review meeting.
- 2. Bid Submittal - Coordinate FINAL BID package
  - a. Submittal Preparation and coordination. One (1) stamped and signed set of DSA approved plans and specifications will be provided for bidding and construction purposes which will be provided electronically for District disbursement to the bidders.
  - b. Project Administration as required.

#### **E Bid Assistance and Construction Administration Services**

The consultant agrees to provide the following services to the District on a time and material basis, following submittal of the FINAL BID package.

- 1. Answer questions during bidding
- 2. Assist in preparing addenda
- 3. Assist in bid evaluation

4. Attend one (1) pre-construction meeting
5. Process and coordinate submittals and shop drawings (max. 2 submittals for any one (1) product; additional re-submittals will be billed on an additional Time-and-Materials basis)
6. Visit the project site during existing turf removal process and inspect base for any potential issues.
7. Visit the project site up to eight (8) times to inspect installation procedures.
8. RFI coordination and processing.
9. Change Orders evaluation.
10. Substitution request evaluation.
11. Provide one (1) substantial completion walk through for the project site and generate a punch list.
12. Complete one (1) final walkthrough for the project site and generate final punch list, if necessary. All subsequent punch walks will be billed on an additional Time-and-Materials basis.
13. Review all Contractor warranties/guaranties and M&O documentation for our scope of work.
14. Close project and organize electronic files, plans and construction binder.

#### **DISTRICT RESPONSIBILITIES**

To complete the items described in Scope of Services above, we respectfully ask the District to provide the following information.

1. Any specific District requests regarding project budget and schedule
2. Specific Field Layout and Marking / Striping requirements and identification of what sports and activities will be programmed for specific fields.
3. Other pertinent data including as-built documents that identify existing fields' connection details and existing infrastructure.

#### **SPECIAL PROVISIONS**

Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services.

1. Presentations to public bodies.
2. Engineering (Electrical, Geotechnical, Mechanical & Structural) or Architecture Services.
3. Construction Management services.
4. Subsurface and utility investigation/validation.
5. Field Gmax testing
6. Existing synthetic turf environmental testing (may be required by specific landfills)
7. Utility relocation design and documentation services and other elements excluded above in the
8. Project Understanding
9. Renderings or presentation graphics.
10. Permitting or Coordination with any public agency beyond DSA.
11. Environmental review, studies, or CEQA documentation.
12. Meetings other than those listed
13. Site work improvements beyond turf removal and replacement
14. Accessibility improvements required at front of stadium
15. C.3 and QSP services

Services will be diligently pursued, and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of District, his consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

## SCHEDULE

The consultant is prepared to develop a project specific schedule reflective of the District's key dates. For the purposes of this proposal we have reflected the preliminary time frames identified in our meeting.

Project Start-Up	4 Weeks
Construction Documents – 50% CD Submittal	4 Weeks
Construction Documents – 100% DSA Submittal	4 Weeks
DSA Access Only Submittal	6 Weeks

## PROFESSIONAL COMPENSATION

For the scope identified above, we respectfully request a fixed fee of **\$74,810**. Our fee is broken down as follows:

### Verde Design Fee:

Project Start-up:	\$ 4,350
Construction Documents 50% CD Submittal	\$ 16,365
Construction Documents 100% DSA Submittal	\$ 11,267
DSA Access Only Submittal	\$ 5,640
	<b>\$ 37,622</b>

### Subconsultant Fee:

Topographic Survey	\$ 10,857
Accessibility Survey (Restroom and POT)	\$ 2,420
<b>Total Fee:</b>	<b>\$ 50,899</b>

Bid Assistance and Construction Administration - Time and Materials	\$ 19,605
Reimbursables – Not to exceed	\$ 4,300

Billings for reimbursable costs will be in accordance with the attached current Charge Rate Schedule, and additional services will be charged on a time and material basis as noted on the attached Charge Rate Schedule.

## CHANGE IN SERVICES

District may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. If such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

In the event that additional services including, but not limited to design, plans, renderings, and presentations not included in the Scope of Services are required; or for changes and revisions requested by the District after work has been performed, they will be performed on an hourly charge rate basis as extra work in accordance with the charge rate schedule in effect at the time the services are performed.

## TERMINATION OF AGREEMENT

This agreement may be terminated by either party at any point with ten (10) days written notice to the other party in the event of substantial failure of performance, or if the District should deem it necessary or desirable to indefinitely suspend the project.

In the event the project is terminated or indefinitely suspended in the manner herein provided, Verde Design shall turn over copies of all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

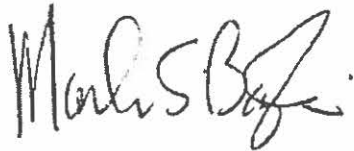
#### **BILLINGS & PAYMENT**

Invoices will be sent by the 10th of the month for work completed through the 25th of the previous month. Any additional services will be billed separate from contracted services. Payment is due and payable within 30 days of the statement date.

Craig, if this proposal meets with your approval, please sign and return the original to our office, along with a signed purchase order issued to Verde Design, Inc. Thank you for the opportunity to work you and the Center Joint Unified School District team.

Respectfully Submitted,  
**Verde Design**

PROPOSAL APPROVED BY:  
**Center Joint Unified School District**



Mark Baginski, RLA  
Principal

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

CC: Verde Design distribution

Attachment: Charge Rate Schedule

**Verde Design, Inc.**  
**Charge Rate Schedule**  
Effective until December 31, 2019

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

**Project Rates**

Principal	\$225.00 per hour
Project Manager/Construction Manager	
Level Four	\$210.00 per hour
Level Three	\$190.00 per hour
Level Two	\$165.00 per hour
Level One	\$150.00 per hour
IT Manager	\$165.00 per hour
CAD Manager	\$160.00 per hour
Project Designer	\$140.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$135.00 per hour
Draftsperson Level II	\$120.00 per hour
Draftsperson Level I	\$115.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

**Reimbursable Rates**

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

**Reimbursable Expenses**

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

EXHIBIT "B"

CONSULTANT'S CERTIFICATION REGARDING BACKGROUND CHECKS

Pursuant to Education Code Section 45125.1, CONSULTANT has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Center Unified School District, pursuant to this AGREEMENT, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, below is a list of the names of the employees of the undersigned who may come in contact with pupils:

[INSERT LIST OF NAMES]

MARK BAGINSKI  
TONY WOOD  
CHRIS SULLIVAN  
HEATHER MAZZANTI  
DEVIN CONWAY  
JAMIE WALLIS

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 11.05, 2018

VERDE DESIGN INC  
[Name of Consultant]

Markus Baginski

By its: PRINCIPAL

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

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

**To:** Board of Trustees

**Action Item** X

**Date:** November 14, 2018

**Information Item** \_\_\_\_\_

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

**# Attached Pages** 8

**Principal/Administrator Initials:** \_\_\_\_\_

**SUBJECT:** Contract for Professional Consulting Services with Caldwell Flores Winters, Inc.

This contract agreement would allow Caldwell Flores Winters to provide professional consulting services related to the preparation and adoption of a School Fee Justification Study.

**RECOMMENDATION:** CUSD Board of Trustees approve the Contract for Professional Services with Caldwell Flores Winters, Inc.

CONSENT AGENDA



## **CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

This contract is entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, and is made by and between Caldwell Flores Winters, Inc. and the Center Joint Unified School District of Sacramento County.

### **RECITALS**

WHEREAS, the Center Joint Unified School District (hereinafter, "District"), a California Public School District located in Sacramento County desires to engage Caldwell Flores Winters, Inc. (hereinafter "CFW") to provide professional consulting services related to the preparation and adoption of a School Fee Justification Study;

WHEREAS, CFW provides professional consulting services and advice for planning, facilities assessments, financial advisory, State Aid and program implementation services throughout the State of California;

WHEREAS, CFW provides an integrated delivery method for these services for which the District has been apprised and may contract for over time in whole or in part by separate agreement or by an amendment to this Contract;

WHEREAS, CFW provides the District with State Aid Services, Financial Advisory Services, and Planning Services under separate agreements;

WHEREAS, the District desires to retain the professional services of CFW to provide professional consulting services and advice with respect to developing a School Fee Justification Study and, if determined necessary, a School Facilities Needs Analysis, as approved by the District and as more particularly described in Exhibit A (hereinafter "Scope of Work") of this Contract;

WHEREAS, the District has determined that it cannot provide through its own personnel the services to be performed by CFW under this Agreement, the services provided by CFW are exempt from Public Contract Code section 20111, and the District has fully complied with its policies, bylaws, rules, and/or procedures for entering into this Agreement;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and CFW (hereinafter, "Parties"), the Parties hereby agree as follows:

### **I. PROFESSIONAL CONSULTANT SERVICES**

CFW agrees to provide the District with professional consulting services and advice as more fully set forth and specified in the Scope of Work (Exhibit A), incorporated herein for all purposes and made a part of this Contract by reference.

CFW is not legal counsel and will not be able to prepare and certify the correctness of the legal resolutions required for adopting the fee program by the District's governing board. It is understood that prior to acceptance by the governing board, the District's legal counsel will review the final justification study prepared by CFW and make the necessary modifications as deemed appropriate and render an opinion as to the legality of the document.

## **II. DISTRICT COOPERATION**

In order to perform the Scope of Work, CFW will require complete and accurate information. The District understands and agrees to cooperate with CFW by furnishing all necessary District information and records upon request. On occasion, CFW will require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. To perform the required work, the District agrees to the following:

### **A. Information**

District agrees to provide all necessary information relative to the proposed scope of work on a timely, diligent, and accurate basis, to the best extent possible.

### **B. Additional Professional Services and Advice**

When necessary and appropriate, CFW may request that the District authorize the engagement of additional professional services or provide access to consultants that the District is currently working with in order to complete the scope of work contemplated herein. The District agrees to provide or authorize the engagement of or access to these additional professional services as necessary to carry out the scope of work, if needed.

### **C. District Representation and Warranties**

The District represents and warrants that the District has reviewed the terms of this Agreement, including the scope of work, and has determined that: (1) it either does not have sufficient resources and/or cannot provide through its own personnel the services to be performed by CFW under this Agreement; (2) the services provided by CFW are exempt from Public Contract Code section 20111; and (3) the District and its Board are familiar with the District's policies, bylaws, procedures and/or rules for entering into contracts with third parties, including but not limited to the professional services to be provided by CFW under this Agreement, and the District and its Board have fully complied with the District's policies, bylaws, rules, and/or procedures for entering into this Agreement.

## **III. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT**

CFW shall have no authority to contract on behalf of the District and shall not represent itself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

#### **IV. CONFIDENTIALITY OF INFORMATION**

CFW recognizes that much of the information related to the services provided by CFW is public information that must be published and/or disclosed to the public upon request. It is the responsibility of the District to make the determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate times. While the District makes that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person without prior consent of the District or unless such disclosure is required for the performance of the Scope of Work. Upon determination by the District, CFW will cooperate to disclose or publicize those documents requested or determined to be public.

#### **V. TERM**

The term of the Contract will be five (5) years. This Contract shall commence upon approval by the Board of Trustees of the District and will continue in effect until the earlier of (a) completion of work performed under the Scope of Work, or (b) termination as provided within. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the District.

#### **VI. INTEGRATED CONTRACT**

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto and replaces or supersedes any and all preliminary negotiations, representations or implied covenants inconsistent with the terms of this Contract. This Contract is not intended to replace or supersede any prior contract for services between the Parties. This Contract supplements and adds additional services not contemplated under those agreements.

#### **VII. TERMINATION**

In the event CFW fails or refuses to reasonably perform the provisions of the Scope of Work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default. The Parties may also agree to mutually terminate this Contract by a writing reflecting the agreement.

#### **VIII. NOTICES**

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on

the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

Center Joint Unified School District  
ATTN: Scott A Loehr, Superintendent  
8408 Watt Avenue  
Antelope, CA 95843

Caldwell Flores Winters, Inc.  
ATTN: Emilio A. Flores, Chief Executive Officer  
6425 Christie Avenue, Suite 270  
Emeryville, CA 94608

## **IX. DISPUTE RESOLUTION**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Alameda County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to CA Code of Civil Procedure section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

## **X. PREVAILING LAW**

This agreement shall be interpreted and shall be governed by California law.

## **XI. ASSIGNMENT**

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

## **XII. FEES**

CFW agrees to be compensated based on the following fee schedule:

### **A. Level I Residential & Commercial/Industrial Developer Fee Justification Study**

Pursuant to Exhibit A Section I, CFW agrees to complete and provide a Level I Residential & Commercial/Industrial Developer Fee Justification Study and the District shall compensate CFW a total fee of \$10,000 for each report completed payable upon adoption by the Board. It is anticipated that three (3) reports will be completed during the term of this Contract.

### **B. Level II School Facilities Needs Analysis & Justification Study**

Pursuant to Exhibit A Section II, CFW agrees to complete and provide a Level II School Facilities Needs Analysis & Justification Study if it is determined that the District qualifies for such a report, and the District shall compensate CFW a total fee of \$4,000 for each completed report payable upon adoption by the Board.

**C. Expenses**

The District shall reimburse CFW for out of pocket expenses incurred by CFW from third parties that are deemed reasonable and necessary to complete the proposed Scope of Work outlined in Exhibit A. The expenses shall be reimbursed by the District at the rate of the direct cost plus an additional ten percent (10%) as an administrative cost up to an amount not to exceed \$1,000. CFW will not be compensated for travel associated with the Scope of Work.

**XIII. APPROVAL**

In executing this Contract, persons signing on behalf of CFW or District represent that each has the authority to do so. This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution pursuant to the District's bylaws, procedures, policies and/or rules.

This contract is agreed to and executed on this \_\_\_\_ day of \_\_\_\_\_ 2018.

**AGREED:**

\_\_\_\_\_  
Emilio A. Flores,  
Chief Executive Officer  
Caldwell Flores Winters, Inc.

\_\_\_\_\_  
Scott A. Loehr  
Superintendent  
Center Joint Unified School District

<p style="text-align: center;"><b>EXHIBIT A</b></p> <p style="text-align: center;"><b>SCOPE OF WORK</b></p>
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As mutually agreed upon between Caldwell Flores Winters, Inc. ("CFW") and the Center Joint Unified School District ("District"), the following is the agreed scope of work:

**I. Level I Residential & Commercial/Industrial Developer Fee Justification Study**

1. Provide updated general legislative history of developer impact fees.
2. Provide a description of the District's service area and student capacity of existing facilities in accordance with the SB50-02 completed by the District and filed with the Office of Public School Construction
3. Review existing enrollment and population history of the District as reported to the State Department of Education CBEDS unit
4. Develop a dwelling unit profile from data obtained from the California Department of Finance and the US Census Bureau and third-party vendor list of parcels within the district
5. Analyze District data regarding collection of developer fees within the last five years and confirm the database of parcels
6. Contact local agencies and work with District to identify the number of residential units that could be constructed in the District over the next five years and verify number of residential units and estimated square footage and assign residential units to identified student generation rates
7. Analyze the pupil-per-dwelling unit ratio multiplier profile (student generation rate(s)) to establish the correlation between annual residential development and student enrollment growth
8. Review any existing enrollment forecast based upon the pupil-per-dwelling unit ratio multiplier method and the state-approved weighted cohort survival method and update with current data. Develop a new forecast if no existing forecast exists or if the existing data is insufficient
9. Work with District staff and local agencies to develop a list of projected commercial, industrial, and residential development from the District and forecast pupil population based on projections of proposed new residential development.
10. Develop an estimate of cumulative residential developer fees based upon projected new residential development and determine if the fees collected are



adequate to pay for the costs of new schools needed to house students from the new development

11. Assess the relationship between commercial and industrial development and school facilities costs based on the following elements:
  - a. Employees per Square Foot of Development data taken from national and regional surveys
  - b. The percentage of employees residing within the District to establish the number of new employees likely to reside within the district as a result of new commercial and industrial development
  - c. The number of children of workers living outside of the District that will add to impact from new commercial and industrial development projects
  - d. The ratio of resident employees and dwelling units that will establish the number of homes related to each new resident employee and project the needs for new or existing housing units
12. Provide findings and recommendations to the District and coordinate with District Counsel as to the adoption of a fee and development of a proposed appeal process

## **II. Level II School Facilities Needs Analysis & Justification Study**

1. Verify the District's eligibility to collect Alternative Fees under statutory requirements
2. Review previous studies of the District's existing excess capacity, if any, to house additional students by grade type and update inventory as required
3. Analyze the pupil-per-dwelling unit ratio multiplier profile (student generation rate(s)) to establish the correlation between annual residential development and student enrollment growth
4. Review any existing enrollment forecast based upon the pupil-per-dwelling unit ratio multiplier method and the state-approved weighted cohort survival method and update with current data. Develop a new forecast if no existing forecast exists or if the existing data is insufficient
5. Contact local agencies and work with District to identify the number of residential units that could be constructed in the District over the next five years and verify number of residential units and estimated square footage and assign residential units to identified student generation rates
6. Estimate the number of students generated from the identified residential units and the student generation rates developed in II.3
7. Determine the type and number of facilities that need to be constructed to house students from future residential units by school level



8. Identify the total cost impacts of providing school facilities generated from future residential units
9. Identify surplus District funds which may be used to reduce or offset the cost impacts of additional school facilities
10. Calculate the Alternative Level II Fee per residential square foot for future development
11. Calculate the Alternative Level III Fee per residential square foot for future development
12. Prepare a final report for presentation to the Board and coordinate with District Counsel for certification and approval

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept. /Site:** Business Department

**Date:** 11/05/2018

**Action Item**

**To:** Board of Trustees

**Information Item**

**From:** Lisa Coronado

**# Attached Page** 1

**SUBJECT:**

**APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT  
PAYROLL ORDERS**

The Governing board is asked to approve the attached payroll Orders for July 2018 through October 2018.

**RECOMMENDATION:** That the CJUSD Board of Trustees approve the District Payroll Orders for July 2018 through October 2018.

# DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2019

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 971,857.52	\$ 58,990.72		\$ 1,030,848.24	547
AUG	\$ 2,710,666.05	\$ 71,657.90		\$ 2,782,323.95	785
SEPT	\$ 2,713,509.71	\$ 104,279.41		\$ 2,817,789.12	830
OCT	\$ 2,736,860.62	\$ 125,687.88		\$ 2,862,548.50	836
NOV				\$ -	
DEC				\$ -	
2-Jan				\$ -	
JAN				\$ -	
FEB				\$ -	
MARCH				\$ -	
APRIL				\$ -	
MAY				\$ -	
JUNE				\$ -	
SPECIAL				\$ -	

\$ 9,132,893.90	\$ 360,615.91	\$ -	\$ 9,493,509.81	2998
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# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** October, 2018

**To:** Board of Trustees

**From:** Lisa Coronado

**Action Item**

**Information Item**

**# Attached Pages 55**

**SUBJECT: Supplemental Agenda – Commercial Warrant Registers**

October 3, 2018, \$475,764.86, October 11, 2018, \$939,147.63  
October 18, 2018, \$465,353.30, October 24, 2018, \$441,073.07

**The commercial warrant payments to vendor's total**

**\$ 2,321,338.86**

**RECOMMENDATION:** That the CJUSD Board of Trustees approve the  
Supplemental Agenda – Vendor Warrants as  
presented

**CONSENT AGENDA**

Batch status: A All

From batch: 0023

To batch: 0023

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

APY500 L.00.12 10/03/18 11:07 PAGE 1  
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2

081 CENTER UNIFIED SCHOOL DISTRICT J13743  
10-3-18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0023 10-3-18  
FUND : 01 GENERAL FUND

APY500 L.00.12 10/03/18 11:07 PAGE 2  
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
013928/00	CINTAS LOCATION 622							
168 PO-190153	10/03/2018	4010260264	1 01-0000-0-5800-111-0000-8200-007-000 NN P	55.40	55.40			
168 PO-190153	10/03/2018	4010260323	1 01-0000-0-5800-111-0000-8200-007-000 NN P	8.88	8.88			
168 PO-190153	10/03/2018	4010260340	1 01-0000-0-5800-111-0000-8200-007-000 NN P	5.83	5.83			
168 PO-190153	10/03/2018	4010260344	1 01-0000-0-5800-111-0000-8200-007-000 NN P	19.14	19.14			
168 PO-190153	10/03/2018	4010260365	1 01-0000-0-5800-111-0000-8200-007-000 NN P	16.81	16.81			
168 PO-190153	10/03/2018	4010260384	1 01-0000-0-5800-111-0000-8200-007-000 NN P	50.47	50.47			
168 PO-190153	10/03/2018	4010260387	1 01-0000-0-5800-111-0000-8200-007-000 NN P	8.68	8.68			
168 PO-190153	10/03/2018	4010260402	1 01-0000-0-5800-111-0000-8200-007-000 NN P	8.68	8.68			
			TOTAL PAYMENT AMOUNT	173.89 *				173.89
014557/00	COLLEGE OAK TOW & TRANSPORT							
557 PO-190542	10/03/2018	513578	1 01-0740-0-5800-112-0000-3600-007-302 NN P	375.00	375.00			
			TOTAL PAYMENT AMOUNT	375.00 *				375.00
016285/00	CONSUMES OAKS HIGH SCHOOL							
951 PO-190930	10/03/2018	tourn fee	1 01-0076-0-5800-472-1110-4200-014-804 NN F	350.00	350.00			
			TOTAL PAYMENT AMOUNT	350.00 *				350.00
015324/00	CRISTE, MARIE							
938 PO-190921	10/03/2018	mileage	1 01-0000-0-5210-472-0000-2700-014-927 NY F	52.16	52.16			
			TOTAL PAYMENT AMOUNT	52.16 *				52.16
018277/00	EASTER SEAL SOCIETY OF CA. INC							
756 PO-190851	10/03/2018	August 2018	1 01-6500-0-5800-102-5750-1180-019-000 NN P	2,205.00	2,205.00			
756 PO-190851	10/02/2018	August 2018	1 01-6500-0-5800-102-5750-1180-019-000 NN P	180.00	180.00			
			TOTAL PAYMENT AMOUNT	2,385.00 *				2,385.00
014581/00	ELBERT, ALICIA							
935 PO-190919	10/03/2018	9/23-26 mileage	1 01-0000-0-5210-472-0000-2700-014-927 NY F	123.17	123.17			
			TOTAL PAYMENT AMOUNT	123.17 *				123.17



081 CENTER UNIFIED SCHOOL DISTRICT J13743  
10-3-18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0023 10-3-18  
FUND : 01 GENERAL FUND

APY500 L.00.12 10/03/18 11:07 PAGE 3  
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt
								Net Amount
020753/00	ELK GROVE HIGH SCHOOL							
950 PO-190929	10/03/2018	tourn fee 11/29-12/1	1	01-0076-0-5800-472-1110-4200-014-804	NN F			350.00
		TOTAL PAYMENT AMOUNT						350.00
010592/00	EWING IRRIGATION PRODUCTS							
64 PO-190056	10/01/2018	6195651	1	01-0000-0-4300-106-0000-8110-007-000	NN P			461.83
		TOTAL PAYMENT AMOUNT						461.83
018236/00	EXPLORE LEARNING							
851 PO-190817	10/03/2018	2012350	1	01-6300-0-5800-371-1110-1000-012-000	NN F			3,353.50
		TOTAL PAYMENT AMOUNT						3,353.50
015567/00	FERGUSON, JERALD							
944 PO-190924	10/03/2018	WASC LUNCH	1	01-0000-0-4300-472-0000-2700-014-927	NN F			119.01
		TOTAL PAYMENT AMOUNT						119.01
010191/00	GRAINGER							
52 PO-190044	10/03/2018	9899188719	1	01-8150-0-4300-106-0000-8110-007-000	NN P			136.17
		TOTAL PAYMENT AMOUNT						136.17
019724/00	GreenShoesUSA							
612 PO-190593	10/03/2018	PO190593	1	01-0000-0-4300-106-0000-8110-007-000	YN F			59.56
		TOTAL PAYMENT AMOUNT						52.50
		TOTAL USE TAX AMOUNT						4.07
021715/00	HAMILTON, GRANT							
933 PO-190910	10/03/2018	TRAVEL EXPENSE	1	01-3010-0-5200-371-1110-1000-012-205	NN F			117.63
936 PO-190911	10/03/2018	REIMB SUPPLIES	1	01-6300-0-4300-371-1110-1000-012-000	NN F			247.50
936 PO-190911	10/03/2018	REIMB LESSON	2	01-6300-0-5800-371-1110-1000-012-000	NN F			28.20
		TOTAL PAYMENT AMOUNT						393.33

081 CENTER UNIFIED SCHOOL DISTRICT J13743  
10-3-18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0023 10-3-18  
FUND : 01 GENERAL FUND

APY500 L.00.12 10/03/18 11:07 PAGE 4  
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt
								Net Amount
010602/00	HI-LINE ELECTRICAL & MECH							
311 PO-190302	10/03/2018	10651454	1	01-0740-0-4300-112-0000-3600-007-302	NN P			47.23
								47.23
								47.23
015317/00	HILDERBRAND, CRISTINA							
913 PO-190916	10/03/2018	FLYWAY WORKSHOP	1	01-0000-0-5200-238-1110-1000-010-000	NN F			43.10
								40.00
								40.00
022114/00	IZA DESIGN							
928 PO-190907	10/03/2018	50895	1	01-0000-0-5800-371-1110-1000-012-850	NN F			507.00
								507.00
								507.00
019248/00	JOURNEYWORKS PUBLISHING							
852 PO-190809	10/03/2018	126708A	1	01-9315-0-4300-601-1110-1000-017-120	NN F			1,041.30
								1,040.33
								1,040.33
019347/00	KIRCHNER, MEAGHAN							
941 PO-190913	10/03/2018	TRAVEL EXPENSE	1	01-4035-0-5200-103-1110-1000-019-100	NN F			1,121.53
								1,121.53
								1,121.53
017671/00	MAHONEY, MICHELLE ANNA							
934 PO-190918	10/03/2018	MILEAGE	1	01-0000-0-5210-472-0000-2700-014-927	NY F			54.17
								54.17
								54.17
022406/00	MAXIM HEALTHCARE SERVICES INC							
622 PO-190577	10/03/2018	6010400262	1	01-0740-0-5800-104-0000-3140-019-128	NN P			1,855.00
786 PO-190854	10/03/2018	6010400262	1	01-6500-0-5800-102-5750-1180-019-000	NN P			1,146.40
								3,001.40
								3,001.40

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
-----								
015663/00	MC NICHOLS, SHIRLEY							
945 PO-190925	10/03/2018	REIMB FOOD &SUPPLIES	1 01-0000-0-4300-472-0000-2700-014-927 NN F	791.13	791.13			
947 PO-190927	10/03/2018	HOTEL STAY	1 01-0000-0-5800-472-0000-2700-014-927 NN F	1,976.52	1,976.52			
TOTAL PAYMENT AMOUNT				2,767.65 *			2,767.65	
019087/00	MCCARTY, MELADEE							
647 PO-190623	10/03/2018	September Service	1 01-6500-0-5800-102-5750-1180-019-000 NY P	1,500.00	1,500.00			
TOTAL PAYMENT AMOUNT				1,500.00 *			1,500.00	
016087/00	MICHAEL'S TRANSPORTATION SERV.							
362 PO-190346	10/03/2018	105303	1 01-0740-0-5800-112-0000-3600-007-302 NN P	3,490.00	3,490.00			
362 PO-190346	10/03/2018	105886	1 01-0740-0-5800-112-0000-3600-007-302 NN P	4,050.00	4,050.00			
TOTAL PAYMENT AMOUNT				7,540.00 *			7,540.00	
019828/00	MIRANDA, RYAN							
877 PO-190901	10/03/2018	REIMB REFRESHMENTS	1 01-9315-0-4300-601-1110-1000-017-120 NN F	200.09	200.09			
878 PO-190915	10/03/2018	REIMB FOOD FOR TRAINING	1 01-9315-0-4300-601-1110-1000-017-120 NN F	238.06	238.06			
964 PO-190938	10/03/2018	MILEAGE	1 01-0740-0-5210-601-1110-1000-017-120 NN F	47.69	47.69			
TOTAL PAYMENT AMOUNT				485.84 *			485.84	
021173/00	NORTH STATE TIRE CO. INC							
919 PO-190891	10/03/2018	K92963	2 01-0740-0-5800-112-0000-3600-007-302 NN F	177.50	177.50			
919 PO-190891	10/03/2018	K92963	1 01-0740-0-4300-112-0000-3600-007-302 NN F	622.80	622.80			
TOTAL PAYMENT AMOUNT				800.30 *			800.30	
017576/00	OFFICE DEPOT							
658 PO-190652	10/03/2018	196545072001	1 01-3010-0-4300-238-1110-1000-010-109 NN P	6.99	6.99			
658 PO-190652	10/03/2018	196545071002	1 01-3010-0-4300-238-1110-1000-010-109 NN P	7.95	7.95			
658 PO-190652	10/03/2018	196545071001	1 01-3010-0-4300-238-1110-1000-010-109 NN F	354.72	274.37			
819 PO-190784	10/03/2018	207046955001	1 01-6500-0-4300-102-5001-2700-019-000 NN P	33.93	33.93			
819 PO-190784	10/03/2018	207046956001	1 01-6500-0-4300-102-5001-2700-019-000 NN F	43.87	44.24			
766 PO-190826	10/03/2018	209213036001	1 01-0000-0-4300-240-1110-1000-011-000 NN F	262.65	262.65			
TOTAL PAYMENT AMOUNT				630.13 *			630.13	

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
010552/00 SAC VAL JANITORIAL								
73 PO-190068	10/03/2018	10315985	1 01-0000-0-9320-000-0000-000-000 NN P	231.59	231.59			
73 PO-190068	10/03/2018	10316390	1 01-0000-0-9320-000-0000-000-000 NN P	202.90	202.90			
73 PO-190068	10/03/2018	10316391	1 01-0000-0-9320-000-0000-000-000 NN P	3,522.05	3,522.05			
73 PO-190068	10/03/2018	10315496	1 01-0000-0-9320-000-0000-000-000 NN P	77.70	77.70			
TOTAL PAYMENT AMOUNT				4,034.24 *	4,034.24			
010266/00 SACRAMENTO COUNTY UTILITIES								
25 PO-190019	10/03/2018	50000918619	1 01-0000-0-5520-106-0000-8110-007-000 N P	677.65	677.65			
25 PO-190019	10/03/2018	50000918556	1 01-0000-0-5520-106-0000-8110-007-000 N P	113.70	113.70			
25 PO-190019	10/03/2018	50000918485	1 01-0000-0-5520-106-0000-8110-007-000 N P	3,541.76	3,541.76			
25 PO-190019	10/03/2018	50008418859	1 01-0000-0-5520-106-0000-8110-007-000 N P	207.50	207.50			
TOTAL PAYMENT AMOUNT				4,540.61 *	4,540.61			
014786/00 SCHOOL SPECIALTY INC								
365 PO-190393	10/03/2018	208121644951	1 01-6500-0-4300-234-5770-1120-008-000 NN F	42.18	42.38			
TOTAL PAYMENT AMOUNT				42.38 *	42.38			
010373/00 SCHOOLS INSURANCE AUTHORITY								
968 PO-190941	10/03/2018	PL2019-05	1 01-0000-0-5400-105-0000-7200-005-000 NN F	134,098.50	134,098.50			
TOTAL PAYMENT AMOUNT				134,098.50 *	134,098.50			
020811/00 SHRED-IT USA LLC								
666 PO-190639	10/03/2018	8125661272	1 01-0000-0-5800-103-0000-7200-019-000 NN F	281.29	370.60			
TOTAL PAYMENT AMOUNT				370.60 *	370.60			
010263/00 SMUD								
27 PO-190021	10/03/2018	7000000347	1 01-0000-0-5510-106-0000-8110-007-000 NN P	71,670.11	71,670.11			
TOTAL PAYMENT AMOUNT				71,670.11 *	71,670.11			
014988/00 SPORE, PATRICIA								
920 PO-190917	10/03/2018	REIME BOOKS	1 01-4035-0-4300-238-1110-1000-010-103 NN F	927.88	927.88			
TOTAL PAYMENT AMOUNT				927.88 *	927.88			

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num				
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
020252/00	STAPLES BUSINESS ADVANTAGE								
674 PO-190663	10/03/2018	3390484761	1	01-6512-0-4300-102-5001-3110-019-122	NN	P		19.71	19.71
674 PO-190663	10/03/2018	3389080711	1	01-6512-0-4300-102-5001-3110-019-122	NN	F		360.38	336.19
769 PO-190745	10/03/2018	3389945356	1	01-0740-0-4300-601-1110-1000-017-120	NN	P		150.39	150.39
TOTAL PAYMENT AMOUNT								506.29 *	506.29
020477/00	THE GLASS GURU OF ROSEVILLE								
238 PO-190232	10/03/2018	139760	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		404.06	404.06
TOTAL PAYMENT AMOUNT								404.06 *	404.06
018015/00	TOMPKINS, SHELLEY								
956 PO-190932	10/03/2018	MILEAGE	1	01-0740-0-5210-601-1110-1000-017-120	NN	F		14.99	14.99
TOTAL PAYMENT AMOUNT								14.99 *	14.99
018279/00	UNIVERSITY OF OREGON								
901 PO-190895	10/03/2018	INV0048130	1	01-0740-0-5800-103-1110-1000-019-307	NN	F		350.00	350.00
TOTAL PAYMENT AMOUNT								350.00 *	350.00
TOTAL FUND PAYMENT								262,281.38 **	262,281.38
TOTAL USE TAX AMOUNT								4.07	

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	
								Liq Amt Net Amount
022586/00	D&P Creamery							
142 PO-190134	10/03/2018	50105	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		2,144.53 2,144.53
142 PO-190134	10/03/2018	50135	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		1,339.58 1,339.58
142 PO-190134	10/03/2018	50130	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		1,023.53 1,023.53
142 PO-190134	10/03/2018	50125	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		1,681.39 1,681.39
142 PO-190134	10/03/2018	50120	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		1,504.99 1,504.99
142 PO-190134	10/03/2018	50110	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		1,657.13 1,657.13
			TOTAL PAYMENT AMOUNT				9,351.15 *	9,351.15
016670/00	FATCAT BAKERY							
117 PO-190086	10/03/2018	141283	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		2,150.00 2,150.00
			TOTAL PAYMENT AMOUNT				2,150.00 *	2,150.00
021080/00	GOLD STAR FOODS INC							
79 PO-190069	10/03/2018	200953-SEPTEMBER	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		33,526.84 33,526.84
			TOTAL PAYMENT AMOUNT				33,526.84 *	33,526.84
016279/00	P&R PAPER SUPPLY							
119 PO-190088	10/03/2018	30213838-00	1	13-5310-0-4300-108-0000-3700-007-000	NN	P		2,107.76 2,107.76
			TOTAL PAYMENT AMOUNT				2,107.76 *	2,107.76
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
148 PO-190139	10/03/2018	180317189	1	13-5310-0-5800-108-0000-3700-007-000	NN	P		77.75 77.75
			TOTAL PAYMENT AMOUNT				77.75 *	77.75
017334/00	SEVEN UP BOTTLING CO. OF S.F.							
147 PO-190138	10/03/2018	3585804096	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		444.00 444.00
			TOTAL PAYMENT AMOUNT				444.00 *	444.00
016043/00	SHELTONS UNLIMITED MECHANICAL							
150 PO-190141	10/03/2018	18-18OCTOB	1	13-5310-0-5600-108-0000-3700-007-000	NN	P		2,040.00 2,040.00
			TOTAL PAYMENT AMOUNT				2,040.00 *	2,040.00

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
011422/00	SYS CO OF SAN FRANCISCO							
81 PO-190071	10/03/2018	131794954-used 2x	1 13-5310-0-4700-108-0000-3700-007-000 NN P	404.80	404.80			
81 PO-190071	10/03/2018	13111701P- USED 2X	1 13-5310-0-4700-108-0000-3700-007-000 NN P	165.50	165.50			
TOTAL PAYMENT AMOUNT				570.30 *				570.30
TOTAL FUND PAYMENT				50,267.80 **				50,267.80
TOTAL BATCH PAYMENT				475,764.86 ***		0.00		475,764.86
TOTAL USE TAX AMOUNT				4.07				
TOTAL DISTRICT PAYMENT				475,764.86 ****		0.00		475,764.86
TOTAL USE TAX AMOUNT				4.07				
TOTAL FOR ALL DISTRICTS:				475,764.86 ****		0.00		475,764.86
TOTAL USE TAX AMOUNT				4.07				

Number of checks to be printed: 62, not counting voids due to stub overflows.

Batch status: A All

From batch: 0024

To batch: 0024

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt
								Net Amount
019553/00	ACORN ARBORICULTURAL SERVICES							
763 PO-190731	10/04/2018	17532						
			1	01-0000-0-5800-106-0000-8110-007-000	NN	P		1,260.00
								1,260.00
								1,260.00
010002/00	ALDAR ACADEMY							
750 PO-190848	10/11/2018	SEPTEMBER 2018						
			1	01-6500-0-5800-102-5750-1180-019-000	NN	P		5,782.26
								5,782.26
								5,782.26
010669/00	ALHAMBRA & SIERRA SPRINGS							
326 PO-190316	10/11/2018	27045224780818						
			1	01-0000-0-4300-105-0000-7200-005-000	NN	P		17.12
								17.12
326 PO-190316	10/11/2018	27045224780818						
			2	01-0000-0-5600-105-0000-7200-005-000	NN	P		6.99
								6.99
322 PO-190324	10/11/2018	663302014871405						
			1	01-0000-0-4300-103-0000-7200-019-000	NN	P		29.29
								29.29
322 PO-190324	10/09/2018	663302014871405						
			3	01-0000-0-5600-103-0000-7200-019-000	NN	P		6.49
								6.49
322 PO-190324	10/11/2018	663302014871405						
			2	01-6500-0-4300-102-5001-2700-019-000	NN	P		29.28
								29.28
322 PO-190324	10/11/2018	663302014871405						
			4	01-6500-0-5600-102-5001-2700-019-000	NN	P		6.50
								6.50
								95.67
021763/00	ALL STAR RENTS							
460 PO-190446	10/11/2018	801644-10						
			1	01-8150-0-4300-106-0000-8110-007-000	NN	P		279.96
								279.96
807 PO-190767	10/11/2018	801644-10						
			1	01-0000-0-5600-106-0000-8110-007-000	NN	P		37.85
								37.85
								317.81
010738/00	ANNE WALTERS-COOKE							
978 PO-190958	10/11/2018	mileage						
			1	01-0740-0-5210-601-1110-1000-017-120	NN	F		37.06
								37.06
								37.06
010400/00	AT&T							
18 PO-190013	10/11/2018	81008413						
			1	01-0000-0-5930-106-0000-8110-007-000	NN	P		9.36
								9.36
								9.36
011481/00	AT&T							
20 PO-190015	10/11/2018	12015619						
			1	01-0000-0-5930-106-0000-8110-007-000	NN	P		6,878.87
								6,878.87
								6,878.87

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num				
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
021604/00	ATLAS DISPOSAL INDUSTRIES								
9 PO-190006	10/11/2018	1031	1	01-0000-0-5525-106-0000-8110-007-000	NN	P		230.13	230.13
9 PO-190006	10/11/2018	149397	1	01-0000-0-5525-106-0000-8110-007-000	NN	P		567.96	567.96
9 PO-190006	10/11/2018	149398	1	01-0000-0-5525-106-0000-8110-007-000	NN	P		1,764.54	1,764.54
9 PO-190006	10/11/2018	149399	1	01-0000-0-5525-106-0000-8110-007-000	NN	P		733.43	733.43
9 PO-190006	10/11/2018	149400	1	01-0000-0-5525-106-0000-8110-007-000	NN	P		307.08	307.08
9 PO-190006	10/11/2018	149401	1	01-0000-0-5525-106-0000-8110-007-000	NN	P		266.28	266.28
9 PO-190006	10/11/2018	149402	1	01-0000-0-5525-106-0000-8110-007-000	NN	P		524.84	524.84
9 PO-190006	10/11/2018	149403	1	01-0000-0-5525-106-0000-8110-007-000	NN	P		473.59	473.59
9 PO-190006	10/11/2018	149404	1	01-0000-0-5525-106-0000-8110-007-000	NN	P		86.92	86.92
TOTAL PAYMENT AMOUNT								4,954.77 *	4,954.77
021669/00	BAIONI, RON								
973 PO-190955	10/11/2018	AUGUST MILEAGE	1	01-6512-0-5210-102-5001-3110-019-122	NN	P		13.63	13.63
980 PO-190960	10/11/2018	MILEAGE	1	01-0740-0-5210-475-3200-1000-015-106	NN	F		19.62	19.62
TOTAL PAYMENT AMOUNT								33.25 *	33.25
013988/00	BUTTES/CENTER STATE PIPE &								
48 PO-190040	10/11/2018	s010390273.001	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		404.39	404.39
TOTAL PAYMENT AMOUNT								404.39 *	404.39
010340/00	CA DEPT OF JUSTICE								
15 PO-190010	10/09/2018	323453	1	01-0000-0-5800-110-0000-7200-004-000	NN	P		576.00	576.00
TOTAL PAYMENT AMOUNT								576.00 *	576.00
020540/00	CALIFORNIA AMERICAN WATER CO								
24 PO-190018	10/11/2018	1015-210038466358	1	01-0000-0-5520-106-0000-8110-007-000	NN	P		84,473.98	84,473.98
TOTAL PAYMENT AMOUNT								84,473.98 *	84,473.98
018769/00	CALIFORNIA FBLA								
972 PO-190954	10/11/2018	REGISTRATION #6	1	01-6387-0-5200-472-1110-1000-019-000	NN	F		1,155.00	1,155.00
TOTAL PAYMENT AMOUNT								1,155.00 *	1,155.00

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num				
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
019750/00	CAPITAL PROGRAM MGMT INC								
136 PO-190128	10/11/2018	#45	1	01-6230-0-5800-106-9543-7200-007-000	NN F			249.41	249.41
TOTAL PAYMENT AMOUNT								249.41 *	249.41
021678/00	CAPITOL ACADEMY								
753 PO-190943	10/11/2018	CA0634	1	01-6500-0-5800-102-5750-1180-019-000	NN P			90.00	90.00
753 PO-190943	10/11/2018	CA0623	1	01-6500-0-5800-102-5750-1180-019-000	NN P			605.44	605.44
753 PO-190943	10/11/2018	CA0655	1	01-6500-0-5800-102-5750-1180-019-000	NN P			315.00	315.00
753 PO-190943	10/11/2018	CA0645	1	01-6500-0-5800-102-5750-1180-019-000	NN P			2,875.84	2,875.84
TOTAL PAYMENT AMOUNT								3,886.28 *	3,886.28
021036/00	CCHAT CENTER								
752 PO-190850	10/11/2018	8-18center-M	1	01-6500-0-5800-102-5750-1180-019-000	NN P			1,417.87	1,417.87
TOTAL PAYMENT AMOUNT								1,417.87 *	1,417.87
020305/00	CDW GOVERNMENT INC.								
841 PO-190797	10/11/2018	PHK9078	1	01-0000-0-4300-115-0000-7700-007-000	NN F			174.78	174.78
857 PO-190836	10/11/2018	PJS6483	1	01-0000-0-4400-103-0000-2420-019-000	NN F			939.55	939.55
857 PO-190836	10/11/2018	PJS6483	2	01-0000-0-5800-103-0000-2420-019-000	NN F			75.00	81.00
TOTAL PAYMENT AMOUNT								1,195.33 *	1,195.33
015699/00	CLARK SECURITY PRODUCTS								
58 PO-190050	10/11/2018	22K284350	1	01-8150-0-4300-106-0000-8110-007-000	NN P			735.10	735.10
TOTAL PAYMENT AMOUNT								735.10 *	735.10
018791/00	COLLINS, CHRIS								
995 PO-190971	10/11/2018	REIMB LUNCH	1	01-0740-0-4300-475-3200-4200-015-106	NN F			109.90	109.90
TOTAL PAYMENT AMOUNT								109.90 *	109.90
015191/00	CONIDARIS, CYNTHIA								
772 PO-190753	10/11/2018	SEPT 2018	1	01-6500-0-5210-102-5060-2110-019-000	NN P			160.66	160.66
TOTAL PAYMENT AMOUNT								160.66 *	160.66



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010236/00	CREATIVE BUS SALES				
971 PO-190948	10/11/2018	513298	1 01-0740-0-4300-112-0000-3600-007-302 NN P	368.71	368.71
			TOTAL PAYMENT AMOUNT	368.71 *	368.71
010625/00	CULLIGAN WATER OF SACRAMENTO				
668 PO-190656	10/11/2018	932392	1 01-0740-0-5600-112-0000-3600-007-302 NN P	66.97	66.97
			TOTAL PAYMENT AMOUNT	66.97 *	66.97
021626/00	DELTA WIRELESS INC				
847 PO-190806	10/11/2018	154000683-1	1 01-0740-0-4300-112-0000-3600-007-302 NN P	2,244.30	2,244.30
847 PO-190806	10/11/2018	154000683-1	2 01-0740-0-5800-112-0000-3600-007-302 NN P	1,694.92	1,694.92
			TOTAL PAYMENT AMOUNT	3,939.22 *	3,939.22
019943/00	DOCUMENT TRACKING SERVICES				
646 PO-190622	10/11/2018	T-958430018	1 01-0000-0-5800-103-4760-1000-019-000 NN P	73.27	73.27
			TOTAL PAYMENT AMOUNT	73.27 *	73.27
010336/00	ECOTECH PEST MANAGEMENT INC				
16 PO-190011	10/11/2018	19469	1 01-0000-0-5500-106-0000-8110-007-000 NN P	712.00	712.00
16 PO-190011	10/11/2018	19501	1 01-0000-0-5500-106-0000-8110-007-000 NN P	1,500.00	1,500.00
			TOTAL PAYMENT AMOUNT	2,212.00 *	2,212.00
016168/00	EDGENUITY INC				
863 PO-190900	10/11/2018	125209	1 01-0037-0-5800-103-3200-1000-019-106 NN F	12,000.00	12,000.00
			TOTAL PAYMENT AMOUNT	12,000.00 *	12,000.00
011569/00	EMC PUBLISHING LLC				
865 PO-190837	10/11/2018	10906935	1 01-0037-0-4100-103-1110-1000-019-000 NN F	8,618.54	8,618.54
			TOTAL PAYMENT AMOUNT	8,618.54 *	8,618.54

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Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			Liq Amt	Net Amount	
015172/00	FRENCH, DAVID L.							
962 PO-190952	10/11/2018	REIMB STUDENT INCENTIVES	1 01-3010-0-4300-475-3200-2700-015-106 NN F			27.78	27.78	
		TOTAL PAYMENT AMOUNT		27.78 *			27.78	
014616/00	GALLOWAY, KRISTEN							
959 PO-190946	10/11/2018	REIMB AIRFARE	1 01-4035-0-5200-103-1110-1000-019-100 NN F			605.60	605.60	
		TOTAL PAYMENT AMOUNT		605.60 *			605.60	
022347/00	GIVE SOMETHING BACK							
899 PO-190876	10/11/2018	IN-0779370	1 01-6500-0-4300-102-5770-1191-019-000 NN F			53.43	42.66	
		TOTAL PAYMENT AMOUNT		42.66 *			42.66	
017718/00	GUIDING HANDS INC.							
758 PO-190852	10/11/2018	5143	1 01-6500-0-5800-102-5750-1180-019-000 NN P			2,890.65	2,890.65	
		TOTAL PAYMENT AMOUNT		2,890.65 *			2,890.65	
010602/00	HI-LINE ELECTRICAL & MECH							
311 PO-190302	10/11/2018	10642280	1 01-0740-0-4300-112-0000-3600-007-302 NN P			37.49	37.49	
		TOTAL PAYMENT AMOUNT		37.49 *			37.49	
017002/00	HOME DEPOT CREDIT SERVICES							
468 PO-190456	10/11/2018	6035 3226 4903 3119	1 01-6387-0-4300-472-1110-1000-019-201 NN P			34.14	34.14	
		TOTAL PAYMENT AMOUNT		34.14 *			34.14	
011341/00	HUNT & SONS INC							
306 PO-190298	10/11/2018	915482	1 01-0740-0-4340-112-0000-3600-007-302 NN P			23,260.64	23,260.64	
		TOTAL PAYMENT AMOUNT		23,260.64 *			23,260.64	
021789/00	JABBERGYM INC							
785 PO-190853	10/11/2018	10275	1 01-6500-0-5800-102-5750-1180-019-000 NN P			26,095.50	26,095.50	
		TOTAL PAYMENT AMOUNT		26,095.50 *			26,095.50	

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Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MPS	Liq Amt Net Amount
016529/00	JACKSON, JEFFREY C.						
997 PO-190973	10/11/2018	92818A	1	01-0740-0-5800-475-3200-1000-015-106	NY F		125.00 125.00
TOTAL PAYMENT AMOUNT				125.00 *			125.00
017899/00	LAWSON, BECKY						
987 PO-190964	10/11/2018	REIMB COFFEE SUPPLIES	1	01-0000-0-4300-103-0000-2110-019-000	N F		13.45 13.45
TOTAL PAYMENT AMOUNT				13.45 *			13.45
021914/00	LOY MATTISON ENTERPRISES						
301 PO-190293	10/11/2018	090118093018	1	01-0000-0-5800-106-0000-8110-007-000	NY P		875.00 875.00
TOTAL PAYMENT AMOUNT				875.00 *			875.00
016828/00	MARK A. SMITH						
996 PO-190972	10/11/2018	92818C/D	1	01-0740-0-5800-475-3200-1000-015-106	NY F		250.00 250.00
TOTAL PAYMENT AMOUNT				250.00 *			250.00
022406/00	MAXIM HEALTHCARE SERVICES INC						
622 PO-190577	10/11/2018	6024480262	1	01-0740-0-5800-104-0000-3140-019-128	NN P		1,775.00 1,775.00
622 PO-190577	10/11/2018	6037300262	1	01-0740-0-5800-104-0000-3140-019-128	NN P		1,855.00 1,855.00
786 PO-190854	10/11/2018	6024480262	1	01-6500-0-5800-102-5750-1180-019-000	NN P		1,353.20 1,353.20
786 PO-190854	10/11/2018	6037300262	1	01-6500-0-5800-102-5750-1180-019-000	NN P		1,346.40 1,346.40
TOTAL PAYMENT AMOUNT				6,329.60 *			6,329.60
016087/00	MICHAEL'S TRANSPORTATION SERV.						
362 PO-190346	10/11/2018	106076	1	01-0740-0-5800-112-0000-3600-007-302	NN P		4,050.00 4,050.00
TOTAL PAYMENT AMOUNT				4,050.00 *			4,050.00
019059/00	MILLENNIUM TERMITE & PEST						
12 PO-190009	10/11/2018	tr-71099	1	01-0000-0-5500-106-0000-8110-007-000	NN P		91.00 91.00
12 PO-190009	10/11/2018	TR-72628	1	01-0000-0-5500-106-0000-8110-007-000	NN P		57.00 57.00
12 PO-190009	10/11/2018	TR-72628	1	01-0000-0-5500-106-0000-8110-007-000	NN P		59.00 59.00
TOTAL PAYMENT AMOUNT				207.00 *			207.00

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Reg Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt
								Net Amount
019828/00	MIRANDA, RYAN							
881 PO-190949	10/11/2018	REIMB BUS PASSES	1	01-5630-0-5800-601-1421-1000-017-120	NN F			120.00
879 PO-190965	10/11/2018	REIMB FOOD-SAFE SCHOOL	1	01-9315-0-4300-601-1110-1000-017-120	NN F			268.07
		TOTAL PAYMENT AMOUNT				388.07 *		388.07
017315/00	NAPA AUTO PARTS - GENUINE AUTO							
514 PO-190494	10/11/2018	1850	1	01-0740-0-4300-112-0000-3600-007-302	NN P			43.57
		TOTAL PAYMENT AMOUNT				43.57 *		43.57
018419/00	NCPS							
788 PO-190855	10/11/2018	NCPS3724	1	01-6500-0-5800-102-5750-1180-019-000	NN P			2,573.12
		TOTAL PAYMENT AMOUNT				2,573.12 *		2,573.12
015085/00	NOR-CAL ASPHALT PAVING							
223 PO-190217	10/11/2018	3588	1	01-8150-0-5600-106-0000-8110-007-000	NN P			37,344.60
		TOTAL PAYMENT AMOUNT				37,344.60 *		37,344.60
017576/00	OFFICE DEPOT							
864 PO-190821	10/11/2018	208185003002	1	01-0000-0-4300-371-0000-2700-012-000	NN F			325.34
864 PO-190821	10/11/2018	208185003001	2	01-6300-0-4300-371-1110-1000-012-000	NN F			63.63
894 PO-190873	10/11/2018	210851137001	2	01-4203-0-4300-103-4760-1000-019-000	NN F			36.10
894 PO-190873	10/11/2018	210851136001	1	01-0000-0-4300-103-0000-7200-019-000	NN F			270.49
931 PO-190898	10/11/2018	211561782001	1	01-0000-0-4300-240-0000-2700-011-000	NN F			140.09
		TOTAL PAYMENT AMOUNT				752.17 *		752.17
018516/00	PAR							
907 PO-190896	10/11/2018	935130-1	1	01-5640-0-4300-102-0000-3120-019-000	YN F			3,576.07
		TOTAL PAYMENT AMOUNT				3,318.86 *		3,318.86
		TOTAL USE TAX AMOUNT				257.21		
014069/00	PLATT ELECTRIC SUPPLY INC							
975 PO-190956	10/11/2018	T336807	1	01-0000-0-4300-111-0000-8200-007-939	NN F			2,555.56
		TOTAL PAYMENT AMOUNT				2,555.56 *		2,555.56

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Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount
022525/00	POST-IT LLC				
26 PO-190020	10/11/2018	August Livescan	1 01-0000-0-5800-110-0000-7200-004-000 NN P	380.00	380.00
			TOTAL PAYMENT AMOUNT	380.00 *	380.00
021401/00	PRACTI-CAL INC	[REDACTED]			
175 PO-190194	10/11/2018	341619	1 01-5640-0-5800-102-1110-1000-019-000 NN P	234.04	234.04
			TOTAL PAYMENT AMOUNT	234.04 *	234.04
021194/00	PRUDENTIAL OVERALL SUPPLY INC				
115 PO-190085	10/11/2018	180319472	1 01-0740-0-5800-112-0000-3600-007-302 NN P	56.55	56.55
			TOTAL PAYMENT AMOUNT	56.55 *	56.55
010750/00	REFRIGERATION SUPPLIES DISTR.	[REDACTED]			
916 PO-190886	10/11/2018	52297970-00	1 01-8150-0-4300-106-0000-8110-007-000 NN P	341.65	341.65
			TOTAL PAYMENT AMOUNT	341.65 *	341.65
010242/00	ROTO-ROOTER PLUMBERS				
991 PO-190969	10/11/2018	318142247	1 01-8150-0-5800-106-0000-8110-007-000 NN P	550.00	550.00
991 PO-190969	10/11/2018	318179771	1 01-8150-0-5800-106-0000-8110-007-000 NN P	275.00	275.00
			TOTAL PAYMENT AMOUNT	825.00 *	825.00
010552/00	SAC VAL JANITORIAL				
73 PO-190068	10/11/2018	10316831	1 01-0000-0-9320-000-0000-0000-000-000 NN P	68.82	68.82
73 PO-190068	10/11/2018	10315988	1 01-0000-0-9320-000-0000-0000-000-000 NN P	455.41	455.41
73 PO-190068	10/11/2018	10316389	1 01-0000-0-9320-000-0000-0000-000-000 NN P	17.08	17.08
73 PO-190068	10/11/2018	10317127	1 01-0000-0-9320-000-0000-0000-000-000 NN P	62.67	62.67
			TOTAL PAYMENT AMOUNT	603.98 *	603.98
022018/00	SACRAMENTO AUTOGLASS & MIRROR	[REDACTED]			
970 PO-190947	10/05/2018	ISAC028476	1 01-0740-0-4300-112-0000-3600-007-302 NN F	21.55	21.55
970 PO-190947	10/11/2018	ISAC028476	2 01-0740-0-5800-112-0000-3600-007-302 NN F	187.50	187.50
			TOTAL PAYMENT AMOUNT	209.05 *	209.05

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				Liq Amt	Net Amount
016821/00	SACRAMENTO COUNTY							
994 PO-190974	10/11/2018	18229197	1 01-0000-0-5800-106-0000-8200-007-000 NN P				189.70	189.70
994 PO-190974	10/11/2018	18229198	1 01-0000-0-5800-106-0000-8200-007-000 NN P				126.22	126.22
994 PO-190974	10/11/2018	18229199	1 01-0000-0-5800-106-0000-8200-007-000 NN P				76.34	76.34
994 PO-190974	10/11/2018	18229200	1 01-0000-0-5800-106-0000-8200-007-000 NN P				61.24	61.24
994 PO-190974	10/11/2018	18229201	1 01-0000-0-5800-106-0000-8200-007-000 NN P				61.24	61.24
994 PO-190974	10/11/2018	18229202	1 01-0000-0-5800-106-0000-8200-007-000 NN P				286.68	286.68
994 PO-190974	10/11/2018	18229203	1 01-0000-0-5800-106-0000-8200-007-000 NN P				326.24	326.24
994 PO-190974	10/11/2018	18229204	1 01-0000-0-5800-106-0000-8200-007-000 NN P				285.70	285.70
994 PO-190974	10/11/2018	18229205	1 01-0000-0-5800-106-0000-8200-007-000 NN P				195.76	195.76
994 PO-190974	10/11/2018	18229206	1 01-0000-0-5800-106-0000-8200-007-000 NN P				174.36	174.36
994 PO-190974	10/11/2018	18229207	1 01-0000-0-5800-106-0000-8200-007-000 NN P				206.48	206.48
994 PO-190974	10/11/2018	18229208	1 01-0000-0-5800-106-0000-8200-007-000 NN P				291.36	291.36
994 PO-190974	10/11/2018	18229209	1 01-0000-0-5800-106-0000-8200-007-000 NN P				61.24	61.24
994 PO-190974	10/11/2018	18229210	1 01-0000-0-5800-106-0000-8200-007-000 NN F				68.80	68.80
			TOTAL PAYMENT AMOUNT	2,411.36 *				2,411.36
014870/00	SACRAMENTO COUNTY OFFICE OF							
624 PO-190643	10/11/2018	190722	1 01-3010-0-5200-236-1110-1000-009-103 NN F				150.00	150.00
			TOTAL PAYMENT AMOUNT	150.00 *				150.00
017504/00	SACRAMENTO COUNTY OFFICE OF ED							
469 PO-190457	10/11/2018	190732	1 01-4035-0-5200-103-1110-1000-019-100 NN F				1,200.00	1,200.00
			TOTAL PAYMENT AMOUNT	1,200.00 *				1,200.00
022398/00	SACRAMENTO COUNTY OFFICE OF ED							
206 PO-190202	10/11/2018	190732	1 01-6500-0-5200-102-5001-2700-019-000 NN F				75.00	75.00
993 PO-190970	10/11/2018	7065	1 01-3010-0-5200-240-1110-1000-011-110 NN F				4,842.12	4,842.12
993 PO-190970	10/11/2018	7065	2 01-4035-0-5200-240-1110-1000-011-103 NN F				3,957.88	3,957.88
			TOTAL PAYMENT AMOUNT	8,875.00 *				8,875.00
016866/00	SANTA CLARA MARRIOTT							
983 PO-190962	10/11/2018	M-751AAPW	1 01-6387-0-5200-472-1110-1000-019-201 NN F				2,772.00	2,772.00
			TOTAL PAYMENT AMOUNT	2,772.00 *				2,772.00

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018385/00	SCHOOL NURSE SUPPLY INC.								
869 PO-190838	10/11/2018	0704965-IN	1	01-0740-0-4300-104-0000-3140-019-128	NN F			871.18	870.79
TOTAL PAYMENT AMOUNT								870.79 *	870.79
010373/00	SCHOOLS INSURANCE AUTHORITY								
969 PO-190942	10/11/2018	WC2019-05	1	01-0000-0-9558-000-0000-0000-000-000	NN F			245,362.91	245,362.91
TOTAL PAYMENT AMOUNT								245,362.91 *	245,362.91
011500/00	SCHOOLS INSURANCE AUTHORITY								
PV-190027	10/09/2018	OCTOBER 2018		01-0000-0-9552-000-0000-0000-000-000	NN				50,033.27
TOTAL PAYMENT AMOUNT								50,033.27 *	50,033.27
020811/00	SHRED-IT USA LLC								
17 PO-190012	10/11/2018	8125683705	1	01-0000-0-5800-106-0000-7200-007-000	NN P			85.00	85.00
140 PO-190132	10/11/2018	8125604263	1	01-0000-0-5800-472-0000-2700-014-000	NN P			39.57	39.57
TOTAL PAYMENT AMOUNT								124.57 *	124.57
019683/00	SIERRA FOOTHILLS ACADEMY								
791 PO-190858	10/11/2018	SEPT 2018	1	01-6500-0-5800-102-5750-1180-019-000	NN P			5,118.84	5,118.84
791 PO-190858	10/11/2018	OT-RSY-92018-2	1	01-6500-0-5800-102-5750-1180-019-000	NN P			220.00	220.00
791 PO-190858	10/11/2018	SP-RSY-92018-2	1	01-6500-0-5800-102-5750-1180-019-000	NN P			331.50	331.50
TOTAL PAYMENT AMOUNT								5,670.34 *	5,670.34
010010/00	SIERRA SCHOOL								
792 PO-190944	10/11/2018	INV66795	1	01-6500-0-5800-102-5750-1180-019-000	NN P			1,051.54	1,051.54
TOTAL PAYMENT AMOUNT								1,051.54 *	1,051.54
018967/00	SPRINT CUSTOMER SERVICE								
29 PO-190023	10/11/2018	811116315-203	1	01-0000-0-5930-106-0000-8110-007-000	NN P			233.44	233.44
132 PO-190124	10/11/2018	811116315-203	1	01-0000-0-5930-115-0000-7700-007-000	NN P			137.20	137.20
137 PO-190129	10/11/2018	811116315-203	1	01-6500-0-5930-102-5060-2110-019-000	NN P			46.20	46.20
138 PO-190130	10/11/2018	811116315-203	1	01-6387-0-5930-472-1110-1000-014-000	NN P			45.07	45.07
139 PO-190131	10/11/2018	811116315-203	1	01-0000-0-5930-472-0000-2700-014-000	NN P			1.39	1.39
188 PO-190175	10/11/2018	811116315-203	1	01-0000-0-5930-101-0000-7150-002-000	NN P			56.20	56.20



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018967 (CONTINUED)								
623 PO-190578	10/11/2018	811116315-203		1 01-0740-0-5930-104-0000-3140-019-128 NN P			27.50	27.50
TOTAL PAYMENT AMOUNT					547.00 *			547.00
018370/00 STANLEY CONVERGENT SECURITY								
11 PO-190008	10/11/2018	15932731		1 01-8150-0-5800-106-0000-8110-007-000 NN P			4,080.24	4,080.24
TOTAL PAYMENT AMOUNT					4,080.24 *			4,080.24
016370/00 TWIN RIVERS UNIFIED SCH DIST								
491 PO-190472	10/11/2018	190558		1 01-0000-0-5800-105-0000-8300-005-000 NN P			11,833.33	11,833.33
TOTAL PAYMENT AMOUNT					11,833.33 *			11,833.33
018279/00 UNIVERSITY OF OREGON 464727800								
984 PO-190963	10/05/2018	acct 106339		1 01-0000-0-5800-103-0000-7200-019-000 NN F			450.00	450.00
TOTAL PAYMENT AMOUNT					450.00 *			450.00
022179/00 US HEALTHWORKS 954643269								
23 PO-190017	10/11/2018	3396411-CA		1 01-0000-0-5800-110-0000-7200-004-000 NN P			64.00	64.00
23 PO-190017	10/11/2018	3398831-CA		1 01-0000-0-5800-110-0000-7200-004-000 NN P			99.00	99.00
TOTAL PAYMENT AMOUNT					163.00 *			163.00
010950/00 VARIDESK LLC								
822 PO-190786	10/11/2018	IVC-2-898310		1 01-0000-0-4400-472-0000-2700-014-000 NN F			592.63	592.63
TOTAL PAYMENT AMOUNT					592.63 *			592.63
016252/00 WALTON ENGINEERING INC								
985 PO-190966	10/11/2018	123810		2 01-0740-0-4300-112-0000-3600-007-302 NN F			152.07	152.07
985 PO-190966	10/11/2018	123810		1 01-0740-0-5800-112-0000-3600-007-302 NN F			975.00	975.00
TOTAL PAYMENT AMOUNT					1,127.07 *			1,127.07
TOTAL FUND PAYMENT					592,797.46 **			592,797.46
TOTAL USE TAX AMOUNT					257.21			

081 CENTER UNIFIED SCHOOL DISTRICT J13862  
10-11-18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0024 10-11-18  
FUND : 11 ADULT EDUCATION FUND

APY500 L.00.12 10/11/18 10:04 PAGE 12  
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num								
Req Reference	Date	Description	FD RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
018015/00	TOMPKINS, SHELLEY												
957 PO-190933	10/11/2018	MILEAGE											
			1	11-6391-0-5210-600-4130-1000-015-000	NN	F						17.44	17.44
		TOTAL PAYMENT AMOUNT										17.44 *	17.44
		TOTAL FUND PAYMENT										17.44 **	17.44

081 CENTER UNIFIED SCHOOL DISTRICT J13862  
10-11-18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0024 10-11-18  
FUND : 13 CAFETERIA FUND

APY500 L.00.12 10/11/18 10:04 PAGE 13  
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MPS	Liq Amt Net Amount
020098/00	BIG TRAY						
149 PO-190140	10/11/2018	812270	1	13-5310-0-4400-108-0000-3700-007-000	NN P	52.02	52.02
TOTAL PAYMENT AMOUNT						52.02 *	52.02
011602/00	DANIELSEN CO., THE						
80 PO-190070	10/11/2018	176900	1	13-5310-0-4700-108-0000-3700-007-000	N P	1,156.22	1,156.22
80 PO-190070	10/11/2018	177640	1	13-5310-0-4700-108-0000-3700-007-000	N P	2,512.04	2,512.04
TOTAL PAYMENT AMOUNT						3,668.26 *	3,668.26
018509/00	HARRIS SCHOOL SOLUTIONS						
153 PO-190144	10/11/2018	MN00112698	1	13-5310-0-5800-108-0000-3700-007-000	NN F	12,500.00	1,248.81
TOTAL PAYMENT AMOUNT						1,248.81 *	1,248.81
022364/00	HEARTLAND SCHOOL SOLUTIONS						
152 PO-190143	10/11/2018	HSS0000030843	1	13-5310-0-5300-108-0000-3700-007-000	NN P	788.40	788.40
TOTAL PAYMENT AMOUNT						788.40 *	788.40
018216/00	HEINZ DISPENSING SOLUTIONS						
990 PO-190968	10/11/2018	126281	1	13-5310-0-4300-108-0000-3700-007-000	NN F	162.08	162.08
TOTAL PAYMENT AMOUNT						162.08 *	162.08
019993/00	PROPACIFIC FRESH						
121 PO-190089	10/11/2018	61883	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,149.76	1,149.76
121 PO-190089	10/11/2018	62230	1	13-5310-0-4700-108-0000-3700-007-000	NN P	3,220.02	3,220.02
121 PO-190089	10/05/2018	60270	1	13-5310-0-4700-108-0000-3700-007-000	NN P	8,158.16	8,158.16
121 PO-190089	10/11/2018	60507	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,637.76	2,637.76
121 PO-190089	10/11/2018	61188	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,985.58	1,985.58
121 PO-190089	10/11/2018	65956	1	13-5310-0-4700-108-0000-3700-007-000	NN P	342.48	342.48
121 PO-190089	10/11/2018	61169	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,259.73	2,259.73
TOTAL PAYMENT AMOUNT						19,753.49 *	19,753.49

081 CENTER UNIFIED SCHOOL DISTRICT J13862  
10-11-18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0024 10-11-18  
FUND : 13 CAFETERIA FUND

APY500 L.00.12 10/11/18 10:04 PAGE 14  
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num				
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
-----									
021194/00	PRUDENTIAL OVERALL SUPPLY INC								
148 PO-190139	10/11/2018	180318658	1	13-5310-0-5800-108-0000-3700-007-000	NN	P		57.78	57.78
148 PO-190139	10/11/2018	180319471	1	13-5310-0-5800-108-0000-3700-007-000	NN	P		77.75	77.75
TOTAL PAYMENT AMOUNT								135.53 *	135.53
011105/00	SAEFONG, PIEWANE								
986 PO-190967	10/11/2018	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN	F		22.60	22.60
TOTAL PAYMENT AMOUNT								22.60 *	22.60
018967/00	SPRINT CUSTOMER SERVICE								
160 PO-190160	10/11/2018	811116315-203	1	13-5310-0-5930-108-0000-3700-007-000	NN	P		8.75	8.75
TOTAL PAYMENT AMOUNT								8.75 *	8.75
011422/00	SYSCO OF SAN FRANCISCO								
81 PO-190071	10/11/2018	131962402	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		930.15	930.15
81 PO-190071	10/11/2018	13112663P	1	13-5310-0-4700-108-0000-3700-007-000	NN	M		0.00	-150.98
81 PO-190071	10/11/2018	131972725	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		273.68	273.68
81 PO-190071	10/11/2018	131972724	1	13-5310-0-4700-108-0000-3700-007-000	NN	P		1,165.17	1,165.17
81 PO-190071	10/11/2018	131972724	2	13-5310-0-4300-108-0000-3700-007-000	NN	P		168.03	168.03
TOTAL PAYMENT AMOUNT								2,386.05 *	2,386.05
TOTAL FUND PAYMENT								28,225.99 **	28,225.99

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			Liq Amt	Net Amount	
015226/00	ATI ARCHITECTS & ENGINEERS							
569 PO-190570	10/11/2018	1500492	1 21-0000-0-6215-106-0000-8500-007-611 NN P			26,766.94	26,766.94	
570 PO-190571	10/11/2018	1500493	1 21-0000-0-6215-106-0000-8500-007-612 NN P			30,395.40	30,395.40	
			TOTAL PAYMENT AMOUNT	57,162.34 *			57,162.34	
015195/00	BIONDI PAVING & ENGINEERING							
680 PO-190661	10/11/2018	1804-03	1 21-0000-0-6243-106-0000-8500-007-619 NN P			156,191.90	156,191.90	
			TOTAL PAYMENT AMOUNT	156,191.90 *			156,191.90	
019750/00	CAPITAL PROGRAM MGMT INC							
47 PO-190156	10/11/2018	#27	2 21-0000-0-5800-106-9175-8100-007-000 NN P			27,316.85	27,316.85	
			TOTAL PAYMENT AMOUNT	27,316.85 *			27,316.85	
010563/00	MHL ENTERPRISES							
543 PO-190534	10/11/2018	823	1 21-0000-0-6290-106-0000-8500-007-620 NY P			3,145.00	3,145.00	
544 PO-190535	10/11/2018	824	1 21-0000-0-6290-106-0000-8500-007-619 NY P			85.00	85.00	
544 PO-190535	10/11/2018	825	1 21-0000-0-6290-106-0000-8500-007-619 NY P			85.00	85.00	
			TOTAL PAYMENT AMOUNT	3,315.00 *			3,315.00	
019627/00	NACHT & LEWIS ARCHITECTS							
609 PO-190573	10/11/2018	00004	1 21-0000-0-6215-106-0000-8500-007-610 NN P			73,140.65	73,140.65	
			TOTAL PAYMENT AMOUNT	73,140.65 *			73,140.65	
017295/00	TERRACON CONSULTANTS INC							
547 PO-190537	10/11/2018	TB13785	1 21-0000-0-6280-106-0000-8500-007-620 NN P			980.00	980.00	
			TOTAL PAYMENT AMOUNT	980.00 *			980.00	
			TOTAL FUND PAYMENT	318,106.74 **			318,106.74	
			TOTAL BATCH PAYMENT	939,147.63 ***	0.00		939,147.63	
			TOTAL USE TAX AMOUNT	257.21				
			TOTAL DISTRICT PAYMENT	939,147.63 ****	0.00		939,147.63	
			TOTAL USE TAX AMOUNT	257.21				
			TOTAL FOR ALL DISTRICTS:	939,147.63 ****	0.00		939,147.63	
			TOTAL USE TAX AMOUNT	257.21				

Number of checks to be printed: 91, not counting voids due to stub overflows.

Batch status: A All

From batch: 0026

To batch: 0026

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			Liq Amt	Net Amount	
-----								
016855/00	ACCOUNTING UNIT							
1010 PO-190987	10/18/2018	VQ#201832600	1 01-8150-0-5800-106-0000-8110-007-000 NN F			522.50	522.50	
TOTAL PAYMENT AMOUNT			522.50 *				522.50	
019553/00	ACORN ARBORICULTURAL SERVICES							
762 PO-190730	10/18/2018	17658	1 01-0000-0-5800-106-0000-8110-007-000 NN F			2,420.00	2,420.00	
958 PO-190934	10/18/2018	17653	1 01-0000-0-5800-106-0000-8110-007-000 NN F			6,260.00	6,260.00	
TOTAL PAYMENT AMOUNT			8,680.00 *				8,680.00	
011617/00	AMADOR STAGE LINES							
1015 PO-190992	10/18/2018	80200,80259	1 01-0740-0-5865-112-0000-3600-007-302 NN F			1,484.41	1,484.41	
1015 PO-190992	10/18/2018	80200,80259	2 01-0076-0-5865-472-1110-4200-014-302 NN F			819.44	819.44	
TOTAL PAYMENT AMOUNT			2,303.85 *				2,303.85	
011810/00	BILINGUAL DICTIONARIES INC							
813 PO-190899	10/18/2018	40201	1 01-0000-0-4200-103-4760-1000-019-116 NN F			117.46	117.46	
TOTAL PAYMENT AMOUNT			117.46 *				117.46	
017917/00	CALIFORNIA CONTINUATION							
870 PO-190839	10/18/2018	ORDER 6765	1 01-4035-0-5300-475-3200-1000-015-103 NN F			100.00	100.00	
870 PO-190839	10/18/2018	ORDER 6765	2 01-4035-0-5200-475-3200-1000-015-103 NN F			900.00	900.00	
TOTAL PAYMENT AMOUNT			1,000.00 *				1,000.00	
020632/00	CALIFORNIA STEAM INC							
1038 PO-191013	10/18/2018	29187	1 01-8150-0-4300-106-0000-8110-007-000 NN F			310.22	310.22	
TOTAL PAYMENT AMOUNT			310.22 *				310.22	
010575/00	CAPITOL CLUTCH & BRAKE INC.							
395 PO-190380	10/18/2018	1533729	1 01-0740-0-4300-112-0000-3600-007-302 NN P			77.45	77.45	
TOTAL PAYMENT AMOUNT			77.45 *				77.45	



Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt
								Net Amount
<hr/>								
017492/00	CAROLYN DELGADO							
1023	PO-190996	10/18/2018	#101	1	01-0740-0-5800-112-0000-3600-007-302	NY	P	1,237.50
1023	PO-190996	10/18/2018	102	1	01-0740-0-5800-112-0000-3600-007-302	NY	P	2,873.75
TOTAL PAYMENT AMOUNT								4,111.25
<hr/>								
013928/00	CINTAS LOCATION 622							
168	PO-190153	10/18/2018	4010839184	1	01-0000-0-5800-111-0000-8200-007-000	NN	P	8.68
168	PO-190153	10/18/2018	4010839214	1	01-0000-0-5800-111-0000-8200-007-000	NN	P	55.40
168	PO-190153	10/18/2018	4010839221	1	01-0000-0-5800-111-0000-8200-007-000	NN	P	8.88
168	PO-190153	10/18/2018	4010839222	1	01-0000-0-5800-111-0000-8200-007-000	NN	P	19.14
168	PO-190153	10/18/2018	4010839231	1	01-0000-0-5800-111-0000-8200-007-000	NN	P	8.68
168	PO-190153	10/18/2018	4010839253	1	01-0000-0-5800-111-0000-8200-007-000	NN	P	16.81
168	PO-190153	10/18/2018	4010839277	1	01-0000-0-5800-111-0000-8200-007-000	NN	P	50.47
168	PO-190153	10/18/2018	4010839230	1	01-0000-0-5800-111-0000-8200-007-000	NN	P	5.83
TOTAL PAYMENT AMOUNT								173.89
<hr/>								
018277/00	EASTER SEAL SOCIETY OF CA. INC							
756	PO-190851	10/18/2018	SEP-18	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	360.00
756	PO-190851	10/16/2018	SEPT 2018	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	3,307.50
TOTAL PAYMENT AMOUNT								3,667.50
<hr/>								
011569/00	EMC PUBLISHING LLC							
PV-190028	10/16/2018	10906935			01-0037-0-4100-103-1110-1000-019-000	NN		8,613.66
TOTAL PAYMENT AMOUNT								8,613.66
<hr/>								
017005/00	FERGUSON ENTERPRISES INC #686							
1012	PO-190989	10/18/2018	2494181,CUST 502079	1	01-8150-0-4300-106-0000-8110-007-000	NN	P	273.06
1012	PO-190989	10/18/2018	SC71368, CUST502079	1	01-8150-0-4300-106-0000-8110-007-000	NN	P	4.10
1012	PO-190989	10/18/2018	SC71963, CUST 502079	1	01-8150-0-4300-106-0000-8110-007-000	NN	P	4.10
1012	PO-190989	10/18/2018	SC72624, CUST 502079	1	01-8150-0-4300-106-0000-8110-007-000	NN	F	4.10
TOTAL PAYMENT AMOUNT								285.36
<hr/>								
010622/00	FRED WIDMAR							
1029	PO-190997	10/18/2018	92818B	1	01-0740-0-5800-475-3200-1000-015-106	NY	F	125.00
TOTAL PAYMENT AMOUNT								125.00

081 CENTER UNIFIED SCHOOL DISTRICT J14085  
10-18-18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10-18-18  
FUND : 01 GENERAL FUND

APY500 L.00.12 10/18/18 10:34 PAGE 3  
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Reg Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS
014431/00	HEAR SAY SPEECH AND LANGUAGE						
759 PO-190975	10/18/2018	1569	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	380.00
759 PO-190975	10/18/2018	1570	1	01-6500-0-5800-102-5750-1180-019-000	NN	F	3,705.00
TOTAL PAYMENT AMOUNT							665.00 *
017002/00	HOME DEPOT CREDIT SERVICES						
53 PO-190045	10/15/2018	6035322503880209	1	01-8150-0-4300-106-0000-8110-007-000	NN	P	897.98
808 PO-190768	10/18/2018	6035 3225 0388 0209	1	01-0000-0-4300-111-0000-8200-007-000	NN	P	73.93
TOTAL PAYMENT AMOUNT							971.91 *
010609/00	KELLY MOORE PAINT COMPANY INC						
541 PO-190525	10/18/2018	202-00000412456	1	01-8150-0-4300-106-0000-8110-007-000	NN	P	324.84
TOTAL PAYMENT AMOUNT							324.84 *
014909/00	LANE, DOROTHY						
170 PO-190164	10/18/2018	trip 1893	1	01-0740-0-5800-112-0000-3600-007-302	NN	P	18.08
TOTAL PAYMENT AMOUNT							18.08 *
020142/00	LOZANO SMITH						
1018 PO-191002	10/18/2018	2063439	1	01-0000-0-5200-110-0000-7200-004-000	NE	F	770.00
TOTAL PAYMENT AMOUNT							770.00 *
014591/00	MAGNANI, KATHY						
1017 PO-191001	10/18/2018	REIMB REFRESHMENTS	1	01-4035-0-4300-103-1110-1000-019-100	NN	F	56.76
TOTAL PAYMENT AMOUNT							56.76 *
022406/00	MAXIM HEALTHCARE SERVICES INC						
622 PO-190577	10/18/2018	6049150262	1	01-0740-0-5800-104-0000-3140-019-128	NN	P	1,557.50
786 PO-190854	10/18/2018	6049150262	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	1,383.20
TOTAL PAYMENT AMOUNT							2,940.70 *

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			Liq Amt	Net Amount	
022590/00	MICHAEL JONES							
169	PO-190163	10/18/2018 trip 1829	1 01-0740-0-5800-112-0000-3600-007-302 NN P			16.63	16.63	
		TOTAL PAYMENT AMOUNT	16.63 *				16.63	
016087/00	MICHAEL'S TRANSPORTATION SERV.							
362	PO-190346	10/18/2018 106236	1 01-0740-0-5800-112-0000-3600-007-302 NN P			4,050.00	4,050.00	
		TOTAL PAYMENT AMOUNT	4,050.00 *				4,050.00	
019828/00	MIRANDA, RYAN							
880	PO-191008	10/18/2018 REIMB FOOD	1 01-9315-0-4300-601-1110-1000-017-120 NN F			248.93	248.93	
		TOTAL PAYMENT AMOUNT	248.93 *				248.93	
014353/00	MOBILE ONE WINDSHIELD REPAIR							
1002	PO-190982	10/18/2018 22163	1 01-0740-0-5800-112-0000-3600-007-302 NY F			538.75	45.00	
		TOTAL PAYMENT AMOUNT	45.00 *				45.00	
010450/00	NCS PEARSON INC							
930	PO-190909	10/18/2018 243580	1 01-6500-0-4300-102-5770-1191-019-000 NN F			267.36	265.53	
		TOTAL PAYMENT AMOUNT	265.53 *				265.53	
021173/00	NORTH STATE TIRE CO. INC							
1003	PO-190983	10/18/2018 K93155	1 01-0740-0-4300-112-0000-3600-007-302 NN F			85.39	85.39	
		TOTAL PAYMENT AMOUNT	85.39 *				85.39	
016765/00	NORTH VALLEY BODY & PAINT							
1014	PO-190990	10/18/2018 NVCB44192	1 01-8150-0-5600-106-0000-8110-007-000 NN F			532.50	532.50	
1014	PO-190990	10/18/2018 NVCB44192	2 01-8150-0-4300-106-0000-8110-007-000 NN F			43.30	43.30	
		TOTAL PAYMENT AMOUNT	575.80 *				575.80	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			Liq Amt	Net Amount
017894/00	NORTHWEST EVALUATION ASSOC						
992 PO-190999	10/18/2018	INV00072681	1 01-6300-0-4300-475-3200-1000-015-106 NN F			1,048.95	1,048.95
			TOTAL PAYMENT AMOUNT	1,048.95 *			1,048.95
017576/00	OFFICE DEPOT						
976 PO-190957	10/18/2018	214724779001	1 01-0740-0-4300-112-0000-7200-007-302 NN F			61.93	61.93
			TOTAL PAYMENT AMOUNT	61.93 *			61.93
019700/00	PITNEY BOWES GLOBAL FINANCIAL						
1034 PO-191006	10/18/2018	3102511524	1 01-0000-0-5800-105-0000-7200-005-000 NN F			1,130.31	1,130.31
			TOTAL PAYMENT AMOUNT	1,130.31 *			1,130.31
010251/00	PLACER CO OFFICE OF EDUCATION						
1033 PO-191011	10/18/2018	AR19-00709	1 01-0740-0-5200-601-1110-1000-017-120 NN F			125.00	125.00
			TOTAL PAYMENT AMOUNT	125.00 *			125.00
011345/00	PLACER LEARNING CENTER						
790 PO-190857	10/18/2018	SEPT 2018	1 01-6500-0-5800-102-5750-1180-019-000 NN P			17,571.20	17,571.20
			TOTAL PAYMENT AMOUNT	17,571.20 *			17,571.20
014069/00	PLATT ELECTRIC SUPPLY INC						
56 PO-190048	10/18/2018	T523589	1 01-8150-0-4300-106-0000-8110-007-000 NN P			75.79	75.79
56 PO-190048	10/18/2018	T536249	1 01-8150-0-4300-106-0000-8110-007-000 NN P			196.83	196.83
1035 PO-191007	10/18/2018	T559108	1 01-0000-0-4300-111-0000-8200-007-939 NN F			709.34	709.34
			TOTAL PAYMENT AMOUNT	981.96 *			981.96
021401/00	PRACTI-CAL INC						
175 PO-190194	10/18/2018	341670	1 01-5640-0-5800-102-1110-1000-019-000 NN P			239.99	239.99
			TOTAL PAYMENT AMOUNT	239.99 *			239.99

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Reg Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Net Amount
016973/00	PROJECT LEAD THE WAY							
83	PO-190077	10/18/2018	145255	1	01-0000-0-4300-101-1110-1000-002-204	NN F	3,812.20	3,812.20
84	PO-190078	10/18/2018	148872	1	01-0000-0-4300-101-1110-1000-002-204	NN P	635.73	635.73
84	PO-190078	10/18/2018	146808	1	01-0000-0-4300-101-1110-1000-002-204	NN F	2,373.19	902.41
349	PO-190342	10/18/2018	152945	1	01-6300-0-4300-472-1110-1000-014-991	NN P	3,670.76	3,670.76
349	PO-190342	10/18/2018	153886	1	01-6300-0-4300-472-1110-1000-014-991	NN F	759.65	759.64
424	PO-190421	10/18/2018	149719	1	01-0000-0-4300-472-1655-1000-014-000	NN F	193.95	193.95
			TOTAL PAYMENT AMOUNT				9,974.69 *	9,974.69
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
115	PO-190085	10/18/2018	180319937	1	01-0740-0-5800-112-0000-3600-007-302	NN P	56.55	56.55
			TOTAL PAYMENT AMOUNT				56.55 *	56.55
010750/00	REFRIGERATION SUPPLIES DISTR.							
1007	PO-190985	10/18/2018	52298246	1	01-8150-0-4300-106-0000-8110-007-000	NN F	2,488.20	2,488.20
			TOTAL PAYMENT AMOUNT				2,488.20 *	2,488.20
011279/00	RIO LINDA FENCE COMPANY							
873	PO-190860	10/18/2018	510	1	01-8150-0-5800-106-0000-8110-007-000	NN F	2,559.75	2,559.75
			TOTAL PAYMENT AMOUNT				2,559.75 *	2,559.75
010627/00	RIVERVIEW INTERNATIONAL TRUCKS							
262	PO-190249	10/18/2018	978383	1	01-0740-0-4300-112-0000-3600-007-302	NN P	123.77	123.77
1019	PO-190994	10/18/2018	265021	1	01-0740-0-4300-112-0000-3600-007-302	NN F	956.30	956.30
1019	PO-190994	10/18/2018	265021	2	01-0740-0-5600-112-0000-3600-007-302	NN F	1,474.00	1,474.00
			TOTAL PAYMENT AMOUNT				2,554.07 *	2,554.07
010229/00	RYLAND SCHOOL BUSINESS							
850	PO-190808	10/18/2018	2145	1	01-0000-0-5800-105-0000-7200-005-000	NN P	240.00	240.00
			TOTAL PAYMENT AMOUNT				240.00 *	240.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount		
010315/00	SAC CO OFFICE OF ED FIN SVCS						
430 PO-190405	10/18/2018	190850	1 01-0000-0-5200-240-1110-1000-011-000 NN F	70.00	70.00		
		TOTAL PAYMENT AMOUNT	70.00 *		70.00		
010552/00	SAC VAL JANITORIAL						
73 PO-190068	10/18/2018	10318411	1 01-0000-0-9320-000-0000-0000-000-000 NN P	212.66	212.66		
73 PO-190068	10/18/2018	10318412	1 01-0000-0-9320-000-0000-0000-000-000 NN P	246.28	246.28		
73 PO-190068	10/18/2018	10317848	1 01-0000-0-9320-000-0000-0000-000-000 NN P	644.75	644.75		
73 PO-190068	10/18/2018	10317126	1 01-0000-0-9320-000-0000-0000-000-000 NN P	62.67	62.67		
73 PO-190068	10/18/2018	10316832	1 01-0000-0-9320-000-0000-0000-000-000 NN P	68.82	68.82		
73 PO-190068	10/18/2018	10316392	1 01-0000-0-9320-000-0000-0000-000-000 NN P	119.54	119.54		
73 PO-190068	10/18/2018	10317847	1 01-0000-0-9320-000-0000-0000-000-000 NN P	539.16	539.16		
		TOTAL PAYMENT AMOUNT	1,893.88 *		1,893.88		
015500/00	SACRAMENTO COUNTY OFFICE						
505 PO-190490	10/18/2018	190910	1 01-4035-0-5200-103-1110-1000-019-116 NN F	700.00	700.00		
716 PO-190692	10/18/2018	190879	1 01-4035-0-5200-103-1110-1000-019-000 NN P	600.00	600.00		
777 PO-190756	10/18/2018	190880	1 01-4035-0-5200-103-1110-1000-019-000 NN P	150.00	150.00		
777 PO-190756	10/18/2018	190878	1 01-4035-0-5200-103-1110-1000-019-000 NN F	450.00	450.00		
		TOTAL PAYMENT AMOUNT	1,900.00 *		1,900.00		
021460/00	SACRAMENTO COUNTY OFFICE OF						
408 PO-190399	10/18/2018	190824	1 01-3010-0-5200-475-3200-1000-015-106 NN F	70.00	70.00		
778 PO-190749	10/18/2018	190833	1 01-0000-0-5200-110-0000-7200-004-000 NN F	70.00	70.00		
		TOTAL PAYMENT AMOUNT	140.00 *		140.00		
015769/00	SACRAMENTO COUNTY OFFICE OF ED						
467 PO-190450	10/18/2018	190877	1 01-0000-0-5200-234-1110-1000-008-905 NN F	150.00	150.00		
		TOTAL PAYMENT AMOUNT	150.00 *		150.00		
022536/00	SACRAMENTO COUNTY OFFICE OF ED						
832 PO-190813	10/18/2018	190820	1 01-6512-0-5200-102-5001-3110-019-122 NN F	70.00	70.00		
		TOTAL PAYMENT AMOUNT	70.00 *		70.00		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				
-----							
010266/00	SACRAMENTO COUNTY UTILITIES						
25 PO-190019	10/18/2018	50000185866	1 01-0000-0-5520-106-0000-8110-007-000 N P			878.90	878.90
			TOTAL PAYMENT AMOUNT	878.90 *			878.90
020981/00	SAVE MART SUPERMARKETS						
554 PO-190539	10/18/2018	2581567	1 01-6500-0-4300-472-5750-1110-014-000 NN P			41.61	41.61
			TOTAL PAYMENT AMOUNT	41.61 *			41.61
010373/00	SCHOOLS INSURANCE AUTHORITY						
164 PO-190151	10/18/2018	2019UST-BZ.05	1 01-0740-0-5800-112-0000-3600-007-302 NN P			75.00	75.00
			TOTAL PAYMENT AMOUNT	75.00 *			75.00
017106/00	SCHOOLS INSURANCE AUTHORITY						
PV-190030	10/17/2018	OCTOBER 2018	01-0000-0-9552-000-0000-0000-000-000 NN				10,325.35
			TOTAL PAYMENT AMOUNT	10,325.35 *			10,325.35
016043/00	SHELTONS UNLIMITED MECHANICAL						
1009 PO-190986	10/18/2018	18-22166	2 01-8150-0-5600-106-0000-8110-007-000 NN F			115.20	115.20
1009 PO-190986	10/18/2018	18-22166	1 01-8150-0-4300-106-0000-8110-007-000 NN F			166.99	166.99
			TOTAL PAYMENT AMOUNT	282.19 *			282.19
010638/00	SILVERADO STAGES INC						
1016 PO-190993	10/18/2018	28680	2 01-0076-0-5865-472-1110-4200-014-302 NN F			462.84	462.84
1016 PO-190993	10/18/2018	28680	1 01-0740-0-5865-112-0000-3600-007-302 NN F			949.69	949.69
			TOTAL PAYMENT AMOUNT	1,412.53 *			1,412.53
014558/00	SPURR						
30 PO-190024	10/18/2018	94109	1 01-0000-0-5515-106-0000-8110-007-000 NN P			690.01	690.01
			TOTAL PAYMENT AMOUNT	690.01 *			690.01



Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount		
020252/00	STAPLES BUSINESS ADVANTAGE						
446 PO-190435	10/18/2018	3387179845	1 01-6500-0-4300-234-5770-1110-008-000 NN P	39.59	39.59		
446 PO-190435	10/18/2018	3388163332	1 01-6500-0-4300-234-5770-1110-008-000 NN P	51.05	51.05		
446 PO-190435	10/18/2018	3387099865	1 01-6500-0-4300-234-5770-1110-008-000 NN P	420.84	420.84		
			TOTAL PAYMENT AMOUNT	511.48 *	511.48		
010137/00	STATE BOARD OF EQUALIZATION						
1005 PO-190984	10/18/2018	57-415168	1 01-0740-0-5800-112-0000-3600-007-302 NN P	156.57	156.57		
			TOTAL PAYMENT AMOUNT	156.57 *	156.57		
017285/00	TEACHER INNOVATIONS INC						
974 PO-190998	10/18/2018	584075	1 01-0000-0-5800-236-1110-1000-009-000 NN F	378.00	378.00		
			TOTAL PAYMENT AMOUNT	378.00 *	378.00		
016877/00	THE OFFICE OF COMMUNITY						
1004 PO-190991	10/18/2018	101KGALLOWAY-MI	1 01-4035-0-5200-103-1110-1000-019-100 NN P	2,400.00	2,400.00		
1004 PO-190991	10/16/2018	ATTN:ANN WITTMANN-PLTW	1 01-4035-0-5200-103-1110-1000-019-100 NN F	1,348.00	1,348.00		
			TOTAL PAYMENT AMOUNT	3,748.00 *	3,748.00		
010902/00	U.S. BANK						
915 PO-190885	10/18/2018	4866 9145 5551 0632	1 01-8150-0-4300-106-0000-8110-007-000 NN F	2,436.00	2,436.00		
			TOTAL PAYMENT AMOUNT	2,436.00 *	2,436.00		
019041/00	VALLEY TRUCK & TRACTOR CO						
1020 PO-190995	10/18/2018	846658	1 01-0740-0-4300-112-0000-3600-007-302 NN P	101.88	101.88		
			TOTAL PAYMENT AMOUNT	101.88 *	101.88		
017313/00	XEROX						
8 PO-190002	10/18/2018	094717712	1 01-3010-0-5600-240-1110-1000-011-000 NN P	42.59	42.59		
8 PO-190002	10/18/2018	094717711	1 01-3010-0-5600-240-1110-1000-011-000 NN P	13.50	13.50		
8 PO-190002	10/18/2018	094717710	1 01-3010-0-5600-240-1110-1000-011-000 NN M	-29.33	-29.33		
183 PO-190171	10/18/2018	300545971	1 01-0000-0-5800-116-0000-7200-007-992 NN P	35,709.29	35,709.29		
185 PO-190172	10/18/2018	230089307	1 01-0000-0-5800-116-0000-7200-007-992 NN P	2,128.67	2,128.67		
179 PO-190198	10/18/2018	300545971A	1 01-0000-0-4300-116-0000-8200-007-992 NN P	1,088.76	1,088.76		

081 CENTER UNIFIED SCHOOL DISTRICT J14085  
10-18-18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10-18-18  
FUND : 01 GENERAL FUND

APY500 L.00.12 10/18/18 10:34 PAGE 10  
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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			Liq Amt	Net Amount
<hr/>								
			4	TOTAL PAYMENT AMOUNT	38,953.48	*		38,953.48
<hr/>								
				TOTAL FUND PAYMENT	144,270.19	**		144,270.19

081 CENTER UNIFIED SCHOOL DISTRICT J14085  
10-18-18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10-18-18  
FUND : 12 CHILD DEVELOPMEN FUND

APY500 L.00.12 10/18/18 10:34 PAGE 11  
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description		FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS		Liq Amt	Net Amount	
-----								
018143/00		CHILD DEVELOPMENT CENTERS						
932 PO-190894	10/18/2018	5030-SEPT18		1 12-5025-0-5800-100-8500-1000-005-000 NN P		18,697.25	18,697.25	
932 PO-190894	10/18/2018	5030-SEP18		2 12-6105-0-5800-100-8500-1000-005-000 NN P		31,016.25	31,016.25	
				TOTAL PAYMENT AMOUNT	49,713.50 *		49,713.50	
				TOTAL FUND PAYMENT	49,713.50 **		49,713.50	

081 CENTER UNIFIED SCHOOL DISTRICT J14085  
10-18-18

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10-18-18  
FUND : 13 CAFETERIA FUND

APY500 L.00.12 10/18/18 10:34 PAGE 12  
<< Open >>

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date			FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				
020098/00	BIG TRAY							
149 PO-190140	10/18/2018	812506		1 13-5310-0-4400-108-0000-3700-007-000 NN P			105.65	105.65
TOTAL PAYMENT AMOUNT							105.65 *	105.65
018509/00	HARRIS SCHOOL SOLUTIONS							
PV-190029	10/16/2018	MN00112698		13-5310-0-5800-108-0000-3700-007-000 NN				12,481.81
TOTAL PAYMENT AMOUNT							12,481.81 *	12,481.81
014098/00	JEW, JEANNENE							
1011 PO-190988	10/18/2018	REIMB KNIFE HOLDERS		1 13-5310-0-4300-108-0000-3700-007-000 NN F			91.49	91.49
TOTAL PAYMENT AMOUNT							91.49 *	91.49
017267/00	LASER AGE							
1026 PO-191010	10/18/2018	86787		1 13-5310-0-4300-108-0000-3700-007-000 NN F			117.45	117.45
TOTAL PAYMENT AMOUNT							117.45 *	117.45
TOTAL FUND PAYMENT							12,796.40 **	12,796.40

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num					
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP	T9MPS	Liq Amt	Net Amount
017735/00	BILL LITCHFIELD CONSTRUCTION									
542 PO-190533	10/18/2018	1802-04	1	21-0000-0-6243-106-0000-8500-007-620	NN	P			100,693.88	100,693.88
		TOTAL PAYMENT AMOUNT							100,693.88 *	100,693.88
019627/00	NACHT & LEWIS ARCHITECTS									
575 PO-190548	10/18/2018	FINAL	1	21-0000-0-6215-106-0000-8500-007-619	NN	F			590.00	590.00
		TOTAL PAYMENT AMOUNT							590.00 *	590.00
		TOTAL FUND PAYMENT							101,283.88 **	101,283.88
		TOTAL BATCH PAYMENT							308,063.97 ***	308,063.97
		TOTAL DISTRICT PAYMENT							0.00	308,063.97
		TOTAL FOR ALL DISTRICTS:							308,063.97 ****	308,063.97

Number of checks to be printed: 67, not counting voids due to stub overflows.

Batch status: A All

From batch: 0027

To batch: 0027

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC	RES DEP T9MPS	Liq Amt	Net Amount		
-----								
010669/00	ALHAMBRA & SIERRA SPRINGS							
38 PO-190033	10/24/2018	27045104780794	1 01-0000-0-4300-110-0000-7200-004-000	NN P	29.13	29.13		
38 PO-190033	10/24/2018	2704510480794	2 01-0000-0-5600-110-0000-7200-004-000	NN P	7.50	7.50		
313 PO-190304	10/24/2018	47812570101818	2 01-0740-0-5600-112-0000-3600-007-302	NN P	7.99	7.99		
313 PO-190304	10/24/2018	27047404781257	1 01-0740-0-4300-112-0000-3600-007-302	NN P	77.05	77.05		
314 PO-190305	10/24/2018	27053384782453	1 01-8150-0-4300-106-0000-8110-007-000	NN P	41.11	41.11		
314 PO-190305	10/24/2018	27053384782453	2 01-8150-0-5600-106-0000-8110-007-000	NN P	30.00	30.00		
431 PO-190406	10/24/2018	27050334781839	2 01-0740-0-5600-475-3200-2700-015-106	NN P	7.99	7.99		
431 PO-190406	10/24/2018	27050334781839	1 01-0740-0-4300-475-3200-2700-015-106	NN P	29.13	29.13		
TOTAL PAYMENT AMOUNT					229.90 *	229.90		
022066/00	ARROW PLUMBING INC							
1042 PO-191019	10/24/2018	22688	1 01-8150-0-5600-106-0000-8110-007-000	NN F	330.00	330.00		
1042 PO-191019	10/24/2018	22688	2 01-8150-0-4300-106-0000-8110-007-000	NN F	51.82	51.82		
1086 PO-191043	10/24/2018	2271	1 01-8150-0-5600-106-0000-8110-007-000	NN F	2,032.00	2,032.00		
1086 PO-191043	10/24/2018	22711	2 01-8150-0-5800-106-0000-8110-007-000	NN F	120.00	120.00		
1086 PO-191043	10/24/2018	22711	3 01-8150-0-4300-106-0000-8110-007-000	NN F	109.31	109.31		
TOTAL PAYMENT AMOUNT					2,643.13 *	2,643.13		
018649/00	ASSOCIATION FOR SUPERVISION &							
1039 PO-191016	10/24/2018	1426824	1 01-0000-0-5300-101-0000-7150-002-000	NN F	89.00	89.00		
TOTAL PAYMENT AMOUNT					89.00 *	89.00		
018533/00	ATKINSON ANDELSON LOYA RUDD							
578 PO-190554	10/24/2018	554664	1 01-0000-0-5880-105-0000-7200-005-000	NE P	4,061.42	4,061.42		
TOTAL PAYMENT AMOUNT					4,061.42 *	4,061.42		
019504/00	B & H PHOTO-VIDEO							
381 PO-190626	10/24/2018	146896123	1 01-0000-0-4300-238-0000-2700-010-000	NN P	35.25	35.25		
381 PO-190626	10/24/2018	147901448	1 01-0000-0-4300-238-0000-2700-010-000	NN M	-35.25	-35.25		
381 PO-190626	10/24/2018	146863250	1 01-0000-0-4300-238-0000-2700-010-000	NN F	188.53	136.22		
678 PO-190665	10/24/2018	146949861,147906904	1 01-6387-0-4400-472-1110-1000-019-000	YN F	1,547.72	1,436.40		
678 PO-190665	10/22/2018	146949861,147906904	2 01-6387-0-4300-472-1110-1000-019-000	YN F	1,687.00	1,565.66		
748 PO-190728	10/24/2018	147259781	1 01-0000-0-4300-106-0000-8200-007-000	YN F	52.80	49.99		
998 PO-190978	10/24/2018	148283313	1 01-6500-0-4300-102-5750-1110-019-000	YN F	10.19	9.46		
TOTAL PAYMENT AMOUNT					3,197.73 *	3,197.73		
TOTAL USE TAX AMOUNT					237.26			



081 CENTER UNIFIED SCHOOL DISTRICT J14321  
10-24-2018

ACCOUNTS PAYABLE PRELIST  
BATCH: 0027 10-24-18  
FUND : 01 GENERAL FUND

APY500 L.00.12 10/24/18 08:58 PAGE 2  
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
015718/00	BASIC PACIFIC							
	PV-190034 10/24/2018 10/31/18							
			01-0000-0-9552-000-0000-0000-000-000 NN					
	TOTAL PAYMENT AMOUNT		5,358.52 *				5,358.52	
010537/00	BISHOP, APRIL							
	1024 PO-191014 10/24/2018 REIMB PARKING							
			1 01-0000-0-5200-115-0000-7700-007-000 NN F				20.00	20.00
	TOTAL PAYMENT AMOUNT		20.00 *				20.00	
022282/00	BRIGHT START THERAPIES							
	751 PO-190849 10/24/2018 CUAH930.18							
	751 PO-190849 10/24/2018 CUEH930.18							
			1 01-6500-0-5800-102-5750-1180-019-000 NN P				675.00	675.00
			1 01-6500-0-5800-102-5750-1180-019-000 NN P				750.00	750.00
	TOTAL PAYMENT AMOUNT		1,425.00 *				1,425.00	
010340/00	CA DEPT OF JUSTICE							
	15 PO-190010 10/24/2018 329801							
			1 01-0000-0-5800-110-0000-7200-004-000 NN P				448.00	448.00
	TOTAL PAYMENT AMOUNT		448.00 *				448.00	
016082/00	CARMAZZI GLOBAL SOLUTIONS							
	649 PO-190625 10/24/2018 21294							
			1 01-0000-0-5800-103-4760-1000-019-000 NN P				210.00	210.00
	TOTAL PAYMENT AMOUNT		210.00 *				210.00	
021036/00	CCHAT CENTER							
	752 PO-190850 10/24/2018 9-18MSCENTE							
			1 01-6500-0-5800-102-5750-1180-019-000 NN P				520.55	520.55
	TOTAL PAYMENT AMOUNT		520.55 *				520.55	
017639/00	CDT INC.							
	21 PO-190016 10/24/2018 45726							
			1 01-0000-0-5800-110-0000-7200-004-000 NN P				281.50	281.50
	TOTAL PAYMENT AMOUNT		281.50 *				281.50	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
-----								
020305/00	CDW GOVERNMENT INC.							
747 PO-190727	10/24/2018	PDX3971	1 01-0000-0-4300-106-0000-8200-007-000 NN F	580.38	580.38			
906 PO-190880	10/24/2018	PLC4082	1 01-0370-0-5800-115-1110-1000-007-000 NN F	153.74	153.74			
TOTAL PAYMENT AMOUNT				734.12 *	734.12			
015699/00	CLARK SECURITY PRODUCTS							
58 PO-190050	10/24/2018	22k286560	1 01-8150-0-4300-106-0000-8110-007-000 NN P	36.14	36.14			
58 PO-190050	10/24/2018	22K286561	1 01-8150-0-4300-106-0000-8110-007-000 NN P	320.82	320.82			
TOTAL PAYMENT AMOUNT				356.96 *	356.96			
021813/00	CONSOLIDATED COMMUNICATIONS							
31 PO-190025	10/24/2018	916-773-4131/0	1 01-0000-0-5930-106-0000-8110-007-000 NN P	1,056.24	1,056.24			
TOTAL PAYMENT AMOUNT				1,056.24 *	1,056.24			
018079/00	DAUBENMIRE, TRACIE							
1028 PO-191024	10/24/2018	REIMB CASES & FOOD	1 01-6500-0-4300-102-5001-3120-019-000 NN F	48.23	48.23			
1028 PO-191024	10/24/2018	REIMB	2 01-6500-0-4300-102-5001-2700-019-000 NN F	126.84	126.84			
TOTAL PAYMENT AMOUNT				175.07 *	175.07			
021626/00	DELTA WIRELESS INC							
662 PO-190677	10/24/2018	154000656-1	2 01-0000-0-4300-106-0000-7200-007-995 NN F	8,192.69	8,192.69			
662 PO-190677	10/24/2018	154000656-1	1 01-0000-0-4400-106-0000-7200-007-995 NN F	646.50	646.50			
662 PO-190677	10/24/2018	154000656-1	3 01-0000-0-5800-106-0000-7200-007-995 NN F	754.25	754.25			
847 PO-190806	10/24/2018	154000682-1	1 01-0740-0-4300-112-0000-3600-007-302 NN F	2,600.68	2,600.68			
847 PO-190806	10/24/2018	154000682-1	2 01-0740-0-5800-112-0000-3600-007-302 NN F	185.19	185.19			
TOTAL PAYMENT AMOUNT				12,379.31 *	12,379.31			
020595/00	DOMALAKES, CAROL							
1043 PO-191020	10/24/2018	MILEAGE & PARKING	1 01-0000-0-5200-105-0000-7200-005-000 NN F	90.30	90.30			
TOTAL PAYMENT AMOUNT				90.30 *	90.30			

081 CENTER UNIFIED SCHOOL DISTRICT J14321  
10-24-2018

ACCOUNTS PAYABLE PRELIST  
BATCH: 0027 10-24-18  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt Net Amount
020232/00	ENCORE GRAPHICS INC							
764 PO-190732	10/24/2018	20983	1	01-0000-0-5800-106-0000-8110-007-000	NN F			259.20 259.20
TOTAL PAYMENT AMOUNT				259.20 *				259.20
019519/00	EPIC SPORTS INC							
757 PO-190742	10/24/2018	3668319	1	01-0076-0-4300-472-1110-4200-014-812	NN F			841.47 717.48
TOTAL PAYMENT AMOUNT				717.48 *				717.48
011132/00	FEDEX							
536 PO-190521	10/24/2018	6-343-14504	1	01-8150-0-5920-106-0000-8110-007-000	NN P			63.00 63.00
TOTAL PAYMENT AMOUNT				63.00 *				63.00
022347/00	GIVE SOMETHING BACK							
34 PO-190031	10/24/2018	IN-0754760	1	01-0000-0-4300-110-0000-7200-004-000	NN F			205.81 117.45
827 PO-190790	10/24/2018	IN-0778513	1	01-7220-0-4300-472-1110-1000-014-209	NN P			1,017.83 1,017.83
827 PO-190790	10/24/2018	IN-0778514	1	01-7220-0-4300-472-1110-1000-014-209	NN P			406.17 406.17
827 PO-190790	10/24/2018	IN-0778948	1	01-7220-0-4300-472-1110-1000-014-209	NN F			330.42 330.42
886 PO-190863	10/24/2018	IN-0778515	1	01-6500-0-4300-472-5770-1120-014-000	NN F			107.98 129.17
896 PO-190866	10/24/2018	IN-0778516	1	01-0000-0-4300-472-0000-2700-014-000	NN F			171.31 171.31
948 PO-190914	10/24/2018	IN-0780586	1	01-0000-0-4300-472-1500-1000-014-000	NN F			194.48 194.48
TOTAL PAYMENT AMOUNT				2,366.83 *				2,366.83
016133/00	HAWKINS OFFICIATING SERVICE							
1032 PO-191033	10/24/2018	WCR-9/1-9/30	1	01-0076-0-5800-371-1110-4200-012-000	NY F			980.00 980.00
TOTAL PAYMENT AMOUNT				980.00 *				980.00
021775/00	HD SUPPLY FACILITIES MAINT.							
60 PO-190052	10/24/2018	9167195357	1	01-8150-0-4300-106-0000-8110-007-000	NN P			67.75 67.75
TOTAL PAYMENT AMOUNT				67.75 *				67.75
016176/00	IDVILLE							
963 PO-190937	10/23/2018	3417977	1	01-0000-0-4300-110-0000-7200-004-000	NN F			226.38 224.63
TOTAL PAYMENT AMOUNT				224.63 *				224.63

081 CENTER UNIFIED SCHOOL DISTRICT J14321  
10-24-2018

ACCOUNTS PAYABLE PRELIST  
BATCH: 0027 10-24-18  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			Liq Amt	Net Amount	
022114/00	IZA DESIGN							
927 PO-190906	10/24/2018	INV51111	1 01-0740-0-5800-371-1110-1000-012-205 NN F			825.07	825.07	
			TOTAL PAYMENT AMOUNT	825.07 *			825.07	
010355/00	KAISER FOUNDATION HEALTH PLAN							
PV-190036	10/24/2018	NOVEMBER 2018	01-0000-0-9552-000-0000-0000-000-000 NN				143,587.78	
			TOTAL PAYMENT AMOUNT	143,587.78 *			143,587.78	
010609/00	KELLY MOORE PAINT COMPANY INC							
541 PO-190525	10/24/2018	203-00000301872	1 01-8150-0-4300-106-0000-8110-007-000 NN P			254.02	254.02	
			TOTAL PAYMENT AMOUNT	254.02 *			254.02	
022457/00	LUKES, REBECCA							
837 PO-190803	10/23/2018	October mileage	1 01-6500-0-5210-102-5001-2700-019-000 NN P			18.42	18.42	
			TOTAL PAYMENT AMOUNT	18.42 *			18.42	
011025/00	MACKER TEK LTD							
749 PO-190729	10/24/2018	477	1 01-0000-0-4400-115-0000-7200-007-995 YN F			20,789.65	19,294.64	
749 PO-190729	10/24/2018	477	2 01-0000-0-5800-115-0000-7200-007-995 NN F			12,579.00	12,579.00	
			TOTAL PAYMENT AMOUNT	31,873.64 *			31,873.64	
			TOTAL USE TAX AMOUNT	1,495.33				
022230/00	MANAGED HEALTH NETWORK							
2 PO-190004	10/24/2018	PRM-030792	1 01-0000-0-3401-100-1110-1000-000-000 NN P			983.06	983.06	
			TOTAL PAYMENT AMOUNT	983.06 *			983.06	
015747/00	MILES, PRESTINNA							
1050 PO-191028	10/24/2018	MILEAGE	1 01-0000-0-5210-110-0000-7200-004-000 NN F			33.68	33.68	
			TOTAL PAYMENT AMOUNT	33.68 *			33.68	

081 CENTER UNIFIED SCHOOL DISTRICT J14321  
10-24-2018

ACCOUNTS PAYABLE PRELIST  
BATCH: 0027 10-24-18  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Reg Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				Liq Amt	Net Amount
022090/00 NASCO								
848 PO-190816	10/24/2018	168230	1 01-0000-0-4300-371-1110-1000-012-000 NN F				101.42	101.42
848 PO-190816	10/24/2018	168230	2 01-6300-0-4300-371-1110-1000-012-000 NN F				594.60	591.37
868 PO-190823	10/24/2018	158888	1 01-6500-0-4300-371-5770-1110-012-121 NN F				109.26	108.75
TOTAL PAYMENT AMOUNT				801.54 *				801.54
021483/00 OCC GATE CONFERENCE								
1055 PO-191037	10/24/2018	OCCGATE0080	1 01-0036-0-5200-371-1110-1000-012-113 NN F				180.00	180.00
TOTAL PAYMENT AMOUNT				180.00 *				180.00
017576/00 OFFICE DEPOT								
838 PO-190795	10/24/2018	207050544001	1 01-6300-0-4300-371-1110-1000-012-000 NN P				163.70	163.70
838 PO-190795	10/24/2018	207050545001	1 01-6300-0-4300-371-1110-1000-012-000 NN P				98.01	98.01
838 PO-190795	10/24/2018	207050546001	1 01-6300-0-4300-371-1110-1000-012-000 NN F				54.39	52.93
883 PO-190861	10/24/2018	209968396001	1 01-6500-0-4300-472-5770-1120-014-000 NN P				178.19	178.19
883 PO-190861	10/24/2018	209968396002	1 01-6500-0-4300-472-5770-1120-014-000 NN F				116.06	17.76
954 PO-190951	10/24/2018	217467849001	1 01-0000-0-4300-238-0000-2700-010-000 NN F				54.70	54.70
1001 PO-190981	10/24/2018	217656480001	1 01-6500-0-4300-102-5001-2700-019-000 NN F				83.70	83.70
TOTAL PAYMENT AMOUNT				648.99 *				648.99
017829/00 OLMSTEAD, ERICA								
1047 PO-191027	10/24/2018	REIMB BINS	1 01-3010-0-4300-240-1110-1000-011-110 NN F				44.97	44.97
TOTAL PAYMENT AMOUNT				44.97 *				44.97
016973/00 PROJECT LEAD THE WAY								
429 PO-190461	10/24/2018	152370,155022	1 01-6300-0-4300-472-1110-1000-014-000 NN F				5,829.81	5,829.81
429 PO-190461	10/24/2018	155022,152370	2 01-6300-0-4400-472-1110-1000-014-000 NN F				592.63	592.56
TOTAL PAYMENT AMOUNT				6,422.37 *				6,422.37
019976/00 RAMIREZ, TRACY LAFAY								
836 PO-190802	10/24/2018	AUG & SEPT MILEAGE	1 01-6500-0-5210-102-5060-2110-019-000 NN P				91.45	91.45
TOTAL PAYMENT AMOUNT				91.45 *				91.45

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081 CENTER UNIFIED SCHOOL DISTRICT J14321  
10-24-2018

ACCOUNTS PAYABLE PRELIST  
BATCH: 0027 10-24-18  
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount		
022179/00	US HEALTHWORKS						
23 PO-190017	10/24/2018	3405976-CA	1 01-0000-0-5800-110-0000-7200-004-000 NN P	99.00	99.00		
TOTAL PAYMENT AMOUNT				99.00 *		99.00	
015473/00	VOYAGER SOPRIS LEARNING INC						
911 PO-190902	10/24/2018	2020954	1 01-0037-0-4100-103-1110-1000-019-000 NN P	45.73	45.73		
TOTAL PAYMENT AMOUNT				45.73 *		45.73	
010307/00	WARDS NATURAL SCIENCE						
826 PO-190789	10/24/2018	8083780503	1 01-0000-0-4300-472-1600-1000-014-000 NN F	286.77	279.72		
TOTAL PAYMENT AMOUNT				279.72 *		279.72	
022221/00	WESTERN HEALTH ADVANTAGE						
PV-190032	10/24/2018	NOVEMBER 2018	01-0000-0-9552-000-0000-0000-000 NN		89,994.84		
TOTAL PAYMENT AMOUNT				89,994.84 *		89,994.84	
022221/02	WESTERN HEALTH ADVANTAGE						
PV-190033	10/24/2018	NOVEMBER 2018	01-0000-0-9552-000-0000-0000-000 NN		5,077.69		
TOTAL PAYMENT AMOUNT				5,077.69 *		5,077.69	
011017/00	WeVIDEO INC						
940 PO-191023	10/24/2018	6133	1 01-0036-0-5800-238-1110-1000-010-113 NN F	255.00	255.00		
TOTAL PAYMENT AMOUNT				255.00 *		255.00	
TOTAL FUND PAYMENT				356,312.49 **		356,312.49	
TOTAL USE TAX AMOUNT				1,732.59			



081 CENTER UNIFIED SCHOOL DISTRICT J14321  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0027 10-24-18  
FUND : 11 ADULT EDUCATION FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num				
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
011041/00	CALIFORNIA COUNCIL FOR ADULT								
977 PO-191009	10/24/2018	CJUSD10182018	1	11-6391-0-5300-600-4130-1000-015-000	NN F			60.00	60.00
TOTAL PAYMENT AMOUNT								60.00 *	60.00
017002/00	HOME DEPOT CREDIT SERVICES								
432 PO-190407	10/24/2018	6035322538182191	1	11-6391-0-4300-600-4130-1000-015-892	NN P			921.08	921.08
TOTAL PAYMENT AMOUNT								921.08 *	921.08
TOTAL FUND PAYMENT								981.08 **	981.08

081 CENTER UNIFIED SCHOOL DISTRICT J14321  
10-24-2018

ACCOUNTS PAYABLE PRELIST  
BATCH: 0027 10-24-18  
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 RES DEP T9MPS	Liq Amt	Net Amount			
011205/00	CULTURE SHOCK YOGURT							
146 PO-190137	10/24/2018	7014	1 13-5310-0-4700-108-0000-3700-007-000 NN P	220.00	220.00			
TOTAL PAYMENT AMOUNT			220.00 *		220.00			
011602/00	DANIELSEN CO., THE							
80 PO-190070	10/24/2018	178483	1 13-5310-0-4700-108-0000-3700-007-000 N P	784.73	784.73			
TOTAL PAYMENT AMOUNT			784.73 *		784.73			
017051/00	DAVIS, LAURA							
1022 PO-191032	10/24/2018	REIMB FREEZER, WIPES	1 13-5310-0-4300-108-0000-3700-007-000 NN F	281.37	281.37			
1070 PO-191038	10/24/2018	REIMB SHREDDING	1 13-5310-0-5800-108-0000-3700-007-000 NN F	50.00	50.00			
TOTAL PAYMENT AMOUNT			331.37 *		331.37			
016279/00	P&R PAPER SUPPLY							
119 PO-190088	10/24/2018	30211195-01	1 13-5310-0-4300-108-0000-3700-007-000 NN P	229.78	229.78			
119 PO-190088	10/24/2018	30216651-00	1 13-5310-0-4300-108-0000-3700-007-000 NN P	1,605.10	1,605.10			
TOTAL PAYMENT AMOUNT			1,834.88 *		1,834.88			
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
148 PO-190139	10/24/2018	180319936	1 13-5310-0-5800-108-0000-3700-007-000 NN P	77.75	77.75			
148 PO-190139	10/24/2018	180320505	1 13-5310-0-5800-108-0000-3700-007-000 NN P	62.60	62.60			
TOTAL PAYMENT AMOUNT			140.35 *		140.35			
017334/00	SEVEN UP BOTTLING CO. OF S.F.							
147 PO-190138	10/24/2018	3595904341	1 13-5310-0-4700-108-0000-3700-007-000 NN P	444.00	444.00			
TOTAL PAYMENT AMOUNT			444.00 *		444.00			
TOTAL FUND PAYMENT			3,755.33 **		3,755.33			

081 CENTER UNIFIED SCHOOL DISTRICT J14321  
10-24-2018

ACCOUNTS PAYABLE PRELIST  
BATCH: 0027 10-24-18  
FUND : 21 BUILDING FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				Liq Amt	Net Amount
017134/00	BARCO PRODUCTS CO.							
781 PO-190757	10/24/2018	BP00081076	1 21-0000-0-4300-106-0000-8500-007-620 NN F				3,211.87	3,016.43
TOTAL PAYMENT AMOUNT							3,016.43 *	3,016.43
017213/00	DIVISION OF STATE ARCHITECT							
1052 PO-191030	10/24/2018	02-117135	1 21-0000-0-6201-238-0000-8500-007-612 NN F				15,193.61	15,193.61
TOTAL PAYMENT AMOUNT							15,193.61 *	15,193.61
017213/02	DIVISION OF STATE ARCHITECT							
1051 PO-191029	10/24/2018	02-117134	1 21-0000-0-6201-236-0000-8500-007-611 NN F				13,452.69	13,452.69
TOTAL PAYMENT AMOUNT							13,452.69 *	13,452.69
014514/00	ELLIS & ELLIS SIGN SYSTEMS							
1044 PO-191021	10/24/2018	#10293 - 50%	1 21-0000-0-6200-106-0000-8500-007-620 NN F				4,033.94	4,033.94
TOTAL PAYMENT AMOUNT							4,033.94 *	4,033.94
019627/00	NACHT & LEWIS ARCHITECTS							
609 PO-190573	10/24/2018	00002	1 21-0000-0-6215-106-0000-8500-007-610 NN P				44,327.50	44,327.50
TOTAL PAYMENT AMOUNT							44,327.50 *	44,327.50
TOTAL FUND PAYMENT							80,024.17 **	80,024.17
TOTAL BATCH PAYMENT							441,073.07 ***	441,073.07
TOTAL USE TAX AMOUNT							1,732.59	
TOTAL DISTRICT PAYMENT							441,073.07 ****	441,073.07
TOTAL USE TAX AMOUNT							1,732.59	
TOTAL FOR ALL DISTRICTS:							441,073.07 ****	441,073.07
TOTAL USE TAX AMOUNT							1,732.59	

Number of checks to be printed: 64, not counting voids due to stub overflows.

## *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

Dept./Site: Superintendent's Office

Action Item     X    

To: Board of Trustees

Information Item           

Date: November 14, 2018

# Attached Pages     3    

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 2018 is December 7-21.

It is recommended that this be scheduled during our Regular Board Meeting on Wednesday, December 19, 2018 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 19, 2018 at 6:00 p.m. in the District Board Room (Room 503), located at Wilson C. Riles Middle School.

# Sacramento Office of Education

10474 Mather Boulevard  
P.O. Box 269003  
Sacramento, CA 95826-9003  
(916) 228-2500

www.scoe.net

## Memorandum

TO: District Superintendents

FROM: David W. Gordon, County Superintendent 

DATE: October 10, 2018

### SUBJECT: ANNUAL ORGANIZATIONAL MEETING FOR GOVERNING BOARDS

Under the provisions of Education Code section 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])

**The 15-day period for 2018 is:  
December 7 – 21**

**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 1, please complete and return the enclosed form, notifying us of the date and time of your organizational meeting.

**NOTE: Education Code section 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 16, 2018. 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

## 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 1, 2018.

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 16, 2018**, the County Superintendent shall set the date and time of the annual organizational meeting as required by Education Code section 35143.



### **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 of 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.



*Center Joint Unified School District*

## AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item   X  

To: Board of Trustees

Information Item           

Date: November 14, 2018

# Attached Pages   7  

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials:           **SUBJECT: CSBA Delegate Assembly Nominations**

Nominations will be accepted until Monday, January 7, 2019. 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:**



October 26, 2018

## MEMORANDUM

To: CSBA Member Boards  
From: Mike Walsh, CSBA President  
Re: Call for Nominations to CSBA's Delegate Assembly

**DEADLINE: Monday, January 7, 2019**

**IF NOMINATING, BOARD ACTION REQUIRED**

Please deliver to all governing board members. See envelope label for Region/Subregion number or visit <https://www.csba.org/About/Leadership/CSBARegions>

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, and Executive Committee, Delegates ensure that the Association promotes the interests of California's school districts and county offices of education.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Monday, January 7, 2019**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion.
- A member board may nominate as many individuals as it chooses, but only one nomination form per nominee.
- All nominees must serve on a CSBA member boards and must give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form.
- An optional one-page, one-sided résumé may also be submitted, but cannot be substituted for the biographical sketch form.
- It is the nominee's responsibility to confirm that all nomination materials have been received deadline. Late submissions will not be accepted.
- The nomination form, candidate biographical sketch form, and optional resume may be returned by Monday, January 7, 2019, via the following methods. Please choose only one method:
  - E-mail to [nominations@csba.org](mailto:nominations@csba.org) by 11:59 p.m.
  - Fax to (916) 371-3407 by 11:59 p.m.
  - Postmarked by U.S.P.S. no later than January 7, 2019.

Elected Delegates serve a two-year term beginning April 1, 2019 through March 31, 2021. There are two required Delegate Assembly meetings each year. In 2019, the dates are May 18-19 in Sacramento and November 4-5 in San Diego. *District eligible to appoint a member of their board to the Delegate Assembly will receive a separate communication from CSBA.* However, districts that appoint may also nominate board members to run for the Delegate Assembly.

The nomination form and current list of CSBA Delegates with their expiration terms are attached. Terms that end in 2019 are up for election. All materials related to the nomination process for elected Delegates are available to download at [www.csba.org/ElectionToDA](http://www.csba.org/ElectionToDA). For more information, please contact the Executive Office at (800) 266-3382. Thank you.

Enclosures: Nomination Form, Candidate Biographical Sketch Form, Delegate Assembly Roster  
S:\EO\Nominations & Elections\DA\For 2019 elections\Nominations\nominations memo.docx



## 2019 Delegate Assembly Nomination Form

### ***DUE Monday, January 7, 2019***

E-mail to [nominations@csba.org](mailto:nominations@csba.org) or, fax (916) 371-3704 or, Mail to: CSBA Exec. Office | 3251 Beacon Bl., W. Sacramento, 95691.

CSBA Region/subregion # \_\_\_\_\_

The Board of Education of the \_\_\_\_\_ voted to  
(Nominating District)  
nominate \_\_\_\_\_ The nominee is a member of the  
(Nominee)  
\_\_\_\_\_, which is a member of the California  
(Nominee's Board)  
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, if submitted.
- ☐ The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé, if submitted, will be sent by Monday, January 7, 2019.

\_\_\_\_\_  
Board Clerk or Board Secretary (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk or Board Secretary (printed)

**PLEASE NOTE:** This nomination form and nominee's candidate biographical sketch form are both due Monday, January 7, 2019. They may be emailed to [nominations@csba.org](mailto:nominations@csba.org), or faxed to (916) 371-3407 by 11:59 p.m., or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Monday, January 7, 2019**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.* Please contact CSBA's Executive Office (800) 266-3382, should you have any questions. Thank you.

## 2019 Delegate Assembly Candidate Biographical Sketch Form

***DUE: Monday, January 7, 2019 – no late submissions accepted***

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 do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

***Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.***

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

Name: \_\_\_\_\_ CSBA Region & subregion #: \_\_\_\_\_

District or COE: \_\_\_\_\_ Years on board: \_\_\_\_\_

Profession: \_\_\_\_\_ Contact Number (please ☐ Cell ☐ Home ☐ Bus.): \_\_\_\_\_

\*Primary E-mail: \_\_\_\_\_

(\*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☐ Yes ☐ No | If yes, year you became Delegate: \_\_\_\_\_

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

E-mail: [nominations@csba.org](mailto:nominations@csba.org), or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.



**DELEGATE ASSEMBLY with 2019 & 2020 term s. Only 2019  
seats are up for election | ♦ = Distr-ict appointment**

**REGION 1 – 4 Delegates (4 elected)**

Director: Jennifer Owen (Fort Bragg USD)

**Subregion 1-A (Del Norte, Humboldt)**

Donald McArthur (Del Norte County USD), 2019

Lisa Ollivier (Eureka City SD), 2020

**Subregion 1-B (Lake, Mendocino)**

Sandy Tucker (Middletown USD), 2020

**Region 1 County:**

David Browning (Lake COE), 2019

**REGION 2 – 4 Delegates (4 elected)**

Director: Sherry Crawford (Siskiyou COE)

**Subregion 2-A (Modoc, Siskiyou, Trinity)**

Gregg Gunkel (Siskiyou Union HSD), 2019

**Subregion 2-B (Shasta)**

Teri Vigil (Fall River Joint USD), 2019

**Subregion 2-C (Lassen, Plumas)**

Dwight Pierson (Plumas County & USD), 2020

**Region 2 County:**

Brenda Duchi (Siskiyou COE), 2020

**REGION 3 – 8 Delegates (8 elected)**

Director: A.C. (Tony) Ubalde (Vallejo City USD)

**Subregion 3-A (Sonoma)**

Ron Kristof (Santa Rosa City Schools), 2019

Jeremy Brott (Bennett Valley Union SD), 2020

**Subregion 3-B (Napa)**

Indira Lopez (Calistoga Joint USD), 2019

**Subregion 3-C (Solano)**

Diane Ferrucci (Benicia USD), 2019

David Isom (Fairfield-Suisun USD), 2019

Michael Kitzes (Vacaville USD), 2020

**Subregion 3-D (Marin)**

Barbara Owens, (Tamalpais Union HSD) 2020

**Region 3 County**

Herman Hernandez (Sonoma COE), 2019

**REGION 4 – 8 Delegates (8 elected)**

Director: Paige Stauss (Roseville Joint Union HSD)

**Subregion 4-A (Glenn, Tehama)**

Rod Thompson (Red Bluff Jt. Union HSD), 2020

**Subregion 4-B (Butte)**

Judith Peters (Paradise USD), 2019

**Subregion 4-C (Colusa, Sutter, Yuba)**

Jim Flurry (Marysville Joint USD), 2020

Vacant, 2019

**Subregion 4-D (Nevada, Placer, Sierra)**

Julann Brown (Auburn Union ESD), 2019

Linda Campbell (Nevada Joint Union HSD), 2019

Renee Nash (Eureka Union SD), 2020

**Region 4 County**

June McJunkin (Sutter COE), 2020

**REGION 5 – 10 Delegates (7 elected/3 appointed ♦)**

Director: Alisa MacAvoy (Redwood City ESD)

**Subregion 5-A (San Francisco)**

Emily Murase (San Francisco County USD) ♦, 2019

Rachel Norton (San Francisco County USD) ♦, 2019

Vacant (San Francisco County USD) ♦, 2020

**Subregion 5-B (San Mateo)**

Davina Drabkin (Burlingame ESD), 2019

Carrie Du Bois (Sequoia Union HSD), 2019

Amy Koo (Belmont-Redwood Shores SD), 2020

Clayton Koo, (Jefferson ESD), 2020

Kevin Martinez (San Bruno Park ESD), 2019

Kalimah Salahuddin (Jefferson Union HSD), 2020

**Region 5 County**

Beverly Gerard (San Mateo COE), 2019

**REGION 6 – 19 Delegates (12 elected/7 appointed ♦)**

Director: Darrel Woo (Sacramento City USD)

**Subregion 6-A (Yolo)**

Jackie Wong (Washington USD), 2020

**Subregion 6-B (Sacramento)**

Michael A. Baker (Twin Rivers USD) ♦, 2019

Pam Costa (San Juan USD) ♦, 2019

Craig DeLuz (Robla ESD), 2020

John Gordon (Galt Joint Union ESD), 2019

Jay Hansen (Sacramento City USD) ♦, 2019

Susan Heredia (Natomas USD), 2019

Lisa Kaplan (Natomas USD), 2019

Ramona Landeros (Twin Rivers USD), 2020

Crystal Martinez-Alire (Elk Grove USD) ♦, 2019

Mike McKibbin (San Juan USD) ♦, 2020

Christina Pritchett (Sacramento City USD) ♦, 2020

JoAnne Reinking (Folsom-Cordova USD), 2020

Rebecca Sandoval (Twin Rivers USD), 2019

Edward (Ed) Short (Folsom-Cordova USD), 2019

Bobbie Singh-Allen (Elk Grove USD) ♦, 2020

**Subregion 6-C (Alpine, El Dorado, Mono)**

Misty diVittorio (Placerville Union ESD), 2020

Suzanna George (Rescue Union ESD), 2019

**Region 6 County**

Shelton Yip (Yolo COE), 2020

**REGION 7 – 20 Delegates (15 elected/5 appointed ♦)**

Director: Yolanda Peña Mendrek (Liberty Union HSD)

**Subregion 7-A (Contra Costa)**

Elizabeth (Liz) Bettis (Walnut Creek ESD), 2019

Elizabeth Block (West Contra Costa USD) ♦, 2020

Laura Canciamilla (Pittsburg USD), 2020

Madeline Kronenberg (West Contra Costa USD), 2020

Linda K. Mayo (Mt. Diablo USD) ♦, 2019

Marina Ramos (John Swett USD), 2019

Richard Severy (Moraga ESD), 2019

Raymond Valverde (Liberty Union HSD), 2020

**Delegate Assembly List as of 10-15-18**



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**Subregion 7-B (Alameda)**

Valerie Arkin (Pleasanton USD), 2020  
Ann Crosbie (Fremont USD)◇, 2019  
Beatriz Leyva-Cutler (Berkeley USD), 2019  
Jody London (Oakland USD)◇, 2019  
William McGee (Hayward USD), 2019  
Amy Miller (Dublin USD), 2020  
Diana J. Prola (San Leandro USD), 2019  
Nina Senn (Oakland USD)◇, 2020  
Nancy Thomas (Newark USD), 2019  
Annette Walker (Hayward USD), 2020  
Anne White (Livermore Valley Joint USD), 2020

**Region 7 County**

Fatima Alleyne (Contra Costa COE), 2019

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**REGION 8 – 14 Delegates (12 elected/2 appointed)◇**

Director: Matthew Balzarini (Lammersville Joint USD)

**Subregion 8-A (San Joaquin)**

Kathleen Garcia (Stockton USD)◇, 2019  
Kathy Howe (Manteca USD), 2020  
George Neely (Lodi USD), 2019  
Christopher (Kit) Oase (Ripon USD), 2019  
Angela Phillips (Stockton USD)◇, 2020  
Stephen J. Schluer (Manteca USD), 2020  
Jenny Van De Pol (Lincoln USD), 2020

**Subregion 8-B (Amador, Calaveras, Tuolumne)**

Zerrall McDaniel (Calaveras USD), 2019

**Subregion 8-C (Stanislaus)**

Faye Lane (Ceres USD), 2020  
Cynthia (Cindi) Lindsey (Sylvan Union ESD), 2019  
Paul Wallace (Neman-Crows Landing USD), 2019

**Subregion 8-D (Merced)**

Adam Cox (Merced City ESD), 2019  
John Medearis (Merced Union HSD), 2020

**Region 8 County**

Juliana Feriani (Tuolumne COE), 2020

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**REGION 9 – 8 Delegates (8 elected)**

Director: Tami Gunther (Atascadero USD)

**Subregion 9-A (San Benito, Santa Cruz)**

Phil Rodriguez (Soquel Union ESD), 2020  
Deborah Tracy-Proulx (Santa Cruz City Schools), 2020  
George Wylie (San Lorenzo Valley USD), 2019

**Subregion 9-B (Monterey)**

Lila Cann (Salinas Union HSD), 2019  
Rita Patel (Carmel USD), 2020

**Subregion 9-C (San Luis Obispo)**

Mark Buchman (San Luis Coastal USD), 2020  
Vicki Meagher (Lucia Mar USD), 2019

**Region 9 County**

Janet Wohlgemuth (Monterey COE), 2019

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**REGION 10 – 15 Delegates (11 elected/4 appointed)◇**

Director: Susan Markarian (Pacific Union ESD)

**Subregion 10-A (Madera, Mariposa)**

Barbara Bigelow (Chawanakee USD), 2019

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**Delegate Assembly List as of 10-15-18**

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**Subregion 10-B (Fresno)**

Daniel Babshoff (Kerman USD), 2019  
Connie Brooks (Kings Canyon Joint USD), 2020  
Darrell Carter (Washington USD), 2020  
Gilbert Coelho (Firebaugh-Las Deltas USD), 2020  
Valerie Davis (Fresno USD)◇, 2019  
Brian Heryford (Clovis USD)◇, 2019  
William (Bill) Johnson (Clay ESD), 2019  
Marcy Masumoto (Sanger USD), 2019  
Carol Mills (Fresno USD)◇, 2020  
Elizabeth (Betsy) Sandoval (Clovis USD)◇, 2020  
Norman Saude (Sierra USD), 2020  
Kathy Spate (Caruthers USD), 2019

**Subregion 10-C (Kings)**

Teresa Carlos-Contreras (Kings River-Hardwick Union ESD), 2020

**Region 10 County**

Sara Wilkins (Madera COE), 2020

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**REGION 11 – 9 Delegates (9 elected)**

Director: Suzanne Kitchens (Pleasant Valley SD)

**Subregion 11-A (Santa Barbara)**

Jack C. Garvin (Santa Maria Joint Union HSD), 2020  
Luz Reyes-Martin (Goleta Union SD), 2019

**Subregion 11-B (Ventura County and Las Virgenes USD)**

William Daniels (Simi Valley USD), 2020  
Vianey Lopez (Hueneme ESD), 2020  
Veronica Robles-Solis (Oxnard SD), 2020  
Kelsey Stewart (Santa Paula USD), 2020  
Christina (Tina) Urias (Santa Paula USD), 2019  
John Walker (Ventura USD), 2019

**Region 11 County**

Mark Lisagor (Ventura COE), 2019

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**REGION 12 – 14 Delegates (11 elected/3 appointed)◇**

Director: Bill Farris (Sierra Sands USD)

**Subregion 12-A (Tulare)**

Peter Lara, Jr. (Porterville USD), 2020  
Cathy Mederos (Tulare Joint Union HSD), 2019  
Dean Sutton (Exeter USD), 2019  
Lucia Vazquez (Visalia USD), 2020

**Subregion 12-B (Kern)**

Pamela (Pam) Baugher (Bakersfield City SD), 2019  
Jeff Flores (Kern Union HSD)◇, 2019  
Pamela Jacobsen (Standard SD), 2020  
Tim Johnson (Sierra Sands USD), 2019  
Phillip Peters (Kern Union HSD)◇, 2020  
Geri Rivera (Arvin Union SD), 2019  
Gaby Schmidt (Lakeside Union ESD), 2020  
Lillian Tafoya (Bakersfield City SD)◇, 2020  
Keith Wolaridge (Panama-Buena Vista Union SD), 2019

**Region 12 County**

Donald P. Cowan (Kern COE), 2020

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**REGION 15 – 26 Delegates (18 elected/8 appointed)◇**

Director: Meg Cutuli (Los Alamitos USD)

**County: Orange**

Alfonso Alvarez (Santa Ana USD)◇, 2019

Dana Black (Newport-Mesa USD), 2020  
Lauren Brooks (Irvine USD), 2020  
Carrie Buck (Placentia-Yorba Linda USD), 2019  
Bonnie Castrey (Huntington Beach Union HSD), 2019  
Jeff Cole (Anaheim ESD), 2019  
Ian Collins (Fountain Valley ESD), 2019  
Lynn Davis (Tustin USD), 2020  
Karin Freeman (Placentia-Yorba Linda USD), 2019  
Ira Glasky (Irvine USD) ♦, 2020  
Patricia Holloway (Capistrano USD) ♦, 2019  
Al Jabbar (Anaheim Un. HSD), 2019  
Candice (Candi) Kern (Cypress ESD), 2020  
Martha McNicholas (Capistrano USD) ♦, 2020  
Lan Nguyen (Garden Grove USD) ♦, 2020  
John Palacio (Santa Ana USD) ♦, 2020  
Annemarie Randle-Trejo (Anaheim Union HSD) ♦, 2020  
Teri Rocco (Garden Grove USD) ♦, 2019  
Rosemary Saylor (Huntington Beach City ESD), 2020  
Francine Scinto (Tustin USD), 2020  
Michael Simons (Huntington Beach Union HSD), 2020  
Robert A. Singer (Fullerton Joint Union HSD), 2019  
Suzie R. Swartz (Saddleback Valley USD), 2019  
Sharon Wallin (Irvine USD), 2020  
Dolores Winchell (Saddleback Valley USD), 2019

**Region 15 County**

John (Jack) Bedell (Orange COE), 2019 ♦

**REGION 16 – 20 Delegates (15 elected/5 appointed) ♦**

Director: Karen Gray (Silver Valley USD)

**Subregion 16-A (Inyo)**

Susan Patton (Lone Pine USD), 2019

**Subregion 16-B (San Bernardino)**

Christina Cameron-Otero (Needles USD), 2020  
Tom Courtney (Lucerne Valley USD), 2019  
Barbara J. Dew (Victor Valley Union HSD), 2020  
Gwen Dowdy-Rodgers (San Bernardino City USD) ♦, 2019  
Barbara Flores (San Bernardino City USD) ♦, 2020  
Peter Garcia (Fontana USD) ♦, 2019  
Cindy Gardner (Rim of the World USD), 2020  
Margaret Hill (San Bernardino City USD), 2019  
Shari Megaw (Chaffey Joint Union HSD), 2019  
Jim O'Neill, (Redlands USD), 2020  
Sylvia Orozco (Chino Valley USD) ♦, 2019  
Caryn Payzant (Alta Loma ESD), 2020  
Barbara Schneider (Helendale SD), 2020  
Matt Slowik (Fontana USD) ♦, 2020  
Wilson So (Apple Valley USD), 2019  
Mark Sumpter (San Bernardino COE), 2020  
Eric Swanson (Hesperia USD), 2019  
Kathy A. Thompson (Central ESD), 2019  
Donna West (Redlands USD), 2020

**Region 16 County**

Laura A. Mancha (San Bernardino COE), 2020

**REGION 17 – 24 Delegates (18 elected/6 appointed) ♦**

Director: Katie Dexter (Lemon Grove SD)

**County: San Diego**

Elvia Aguilar (South Bay Union SD), 2020

**Delegate Assembly List as of 10-15-18**

Barbara Avalos (National SD), 2020  
Richard Barrera, (San Diego USD) ♦, 2019  
Leslie Ray Bunker (Chula Vista ESD), 2019  
Brian Clapper (National SD), 2020  
Eleanor Evans (Oceanside USD), 2020  
Al Guerra (Alpine Union SD), 2019  
Beth Hergesheimer (San Dieguito Union HSD), 2019  
Laurie Humphrey (Chula Vista ESD), 2020  
Claudine Jones (Carlsbad USD), 2020  
Michael McQuary (San Diego USD) ♦, 2020  
Tamara Otero (Cajon Valley Union SD), 2019  
Dawn Perfect (Ramona USD), 2019  
Barbara Ryan (Santee SD), 2019  
Elva Salinas (Grossmont Union HSD), 2020  
Debra Schade (Solana Beach ESD), 2020  
Nicholas Segura (Sweetwater Union HSD) ♦, 2020  
Charles Sellers (Poway USD) ♦, 2019  
Louis Smith (Coronado USD), 2019  
Arturo Solis (Sweetwater Union HSD) ♦, 2019  
Marla Strich (Encinitas Union ESD), 2020  
Cipriano Vargas, (Vista USD), 2020  
Sharon Whitehurst-Payne (San Diego USD) ♦, 2019

**Region 17 County**

Guadalupe Gonzalez (San Diego COE), 2019 ♦

**REGION 18 – 21 Delegates (16 elected/5 appointed) ♦**

Director: Wendy Jonathan (Desert Sands USD)

**Subregion 18-A (Riverside)**

Alfredo Andrade (Banning USD), 2019  
Kenneth Dickson (Murrieta Valley USD), 2019  
Robert Garcia (Jurupa USD), 2019  
Madonna Gerrell (Palm Springs USD), 2019  
Blanca T. Hall (Coachella Valley USD), 2020  
Tom Hunt (Riverside USD) ♦, 2019  
Cleveland (CJ) Johnson (Moreno Valley USD) ♦, 2019  
Marla Kirkland (Val Verde USD), 2020  
Susie Lara (Beaumont USD), 2020  
Patricia Lock-Dawson (Riverside USD) ♦, 2020  
David Nelissen (Perris Union HSD), 2020  
Bill Newberry (Corona-Norco USD) ♦, 2020  
Kristi Rutz-Robbins (Temecula Valley USD), 2019  
Victor Scavarda (Hemet USD), 2020  
Susan (Sue) Scott (Lake Elsinore USD), 2020  
Mary Helen Ybarra (Corona-Norco USD) ♦, 2019  
Vacant, 2019

**Subregion 18-B (Imperial)**

Ralph Fernandez (Brawley Union HSD), 2019  
Diahna Garcia-Ruiz (Heber ESD), 2019  
Gloria Santillan (Brawley ESD), 2020  
**County:** Wendel W. Tucker (Riverside COE), 2020

**REGION 20 – 12 Delegates (11 elected/1 appointed) ♦**

Director: Albert Gonzalez (Santa Clara USD)

**County: Santa Clara**

Frank Biehl (East Side Union HSD), 2020  
Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2020  
Danielle Cohen (Campbell Union SD), 2019  
Pamela Foley (San Jose USD) ♦, 2019



Bonnie Mace (Evergreen ESD), 2019  
Joe Mitchner (Mountain View-Los Altos Un. HSD), 2020  
Jodi Muirhead, (Santa Clara USD), 2020  
Reid Myers (Sunnyvale SD), 2019  
Andres Quintero (Alum Rock Union ESD), 2019  
George Sanchez (Franklin-McKinley ESD), 2019  
Vacant, 2019  
**County:** Rosemary Kamei (Santa Clara COE), 2020

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**REGION 21 – 7 Delegates (0 elected/ 7 appointed) ♦**  
**Director:** Kelly Gonez (Los Angeles USD) ♦, 2022

**County:** Los Angeles

Monica Garcia (Los Angeles USD) ♦, 2021  
George McKenna (Los Angeles USD) ♦, 2020  
Nick Melvoin (Los Angeles USD) ♦, 2022  
Ref Rodriguez (Los Angeles USD) ♦, 2020  
Scott Schmerelson (Los Angeles USD) ♦, 2020  
Richard Vladovic (Los Angeles USD) ♦, 2020  
**Region 18 County**  
Douglas Boyd (Los Angeles COE) ♦, 2020

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**REGION 22 – 6 Delegates (6 elected)**  
**Director:** Keith Giles (Lancaster ESD)

**Los Angeles County: North Los Angeles**

John Curiel (Westside Union ESD), 2019  
Steven DeMarzio (Westside Union ESD), 2020  
Stacy Dobbs (Castaic Union SD), 2020  
R. Michael Dutton (Antelope Valley Union HSD), 2019  
Nancy Smith (Palmdale ESD), 2020  
Steven M. Sturgeon (William S. Hart Union HSD), 2019

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**REGION 23 – 15 Delegates (13 elected/2 Appointed) ♦**  
**Director:** Helen Hall (Walnut Valley USD)

**Los Angeles County: San Gabriel Valley & East Los Angeles**

**Subregion 23-A**

Suzie Abajian (South Pasadena USD), 2019  
Adele Andrade-Stadler (Alhambra USD), 2019  
Kimberly Kenne (Pasadena USD), 2020  
Gregory Krikorian (Glendale USD), 2020  
Gary Scott (San Gabriel USD), 2020

**Subregion 23-B**

Jessica Ancona (El Monte City SD), 2019  
Anthony Duarte (Hacienda La Puente USD), 2020  
Gino (J.D.) Kwok (Hacienda La Puente USD) ♦, 2020  
Larry Redinger (Walnut Valley USD), 2019

**Subregion 23-C**

Cory Ellenson (Glendora USD), 2020  
Steven Llanusa (Claremont USD), 2020  
Christina Lucero (Baldwin Park USD), 2019  
Eileen Miranda Jimenez (West Covina USD), 2019  
Roberta Perlman (Pomona USD) ♦, 2019  
Paul Solano (Bassett USD), 2020

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**REGION 24 – 16 Delegates (14 elected/2 Appointed) ♦**  
**Director:** Donald E. LaPlante (Downey USD)

**Los Angeles County: Southwest Crescent**

Darryl Adams (Norwalk-La Mirada USD), 2019  
Leighton Anderson (Whittier Union HSD), 2020  
Jan Baird (South Whittier ESD), 2019  
Maggie Bove-LaMonica (Hermosa Beach City ESD), 2020  
Diana Craighead (Long Beach USD) ♦, 2020  
Paul Gardiner (East Whittier City ESD), 2020  
Vivian Hansen (Paramount USD), 2019  
Megan Kerr (Long Beach USD) ♦, 2019  
Eugene Krank (Hawthorne SD), 2020  
Jose Lara (El Rancho USD), 2019  
Sylvia V. Macias (South Whittier ESD), 2020  
Karen Morrison (Norwalk-La Mirada USD), 2020  
Ann M. Phillips (Lawndale ESD), 2020  
Jesse Urquidi, (Norwalk-LaMirada USD), 2020  
Ana Valencia (Norwalk-La Mirada USD), 2019  
Satra Zurita, (Compton USD), 2019

# *Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Personnel and Student Services

**Date:** November 2, 2018

**Action Item**   X  

**To:** Board of Trustees

**From:** David Grimes 

**# Attached Pages**   3  

**SUBJECT:                   DISTRICT CALENDARS**

Attached are proposed district calendars for the school years 2019-20, 2020-21, and 2021-22. The calendars were created in a manner that preserves the following priorities:

- a. maintaining a 10 month work year for 10 month employees (no June or July work days),
- b. maintaining the district's October break,
- c. providing a relatively even split between the first and second semesters while also providing for first semester finals before Winter Break.

The calendars include student attendance days, teacher workdays, district-wide minimum days, and holidays.

Recommend approval of District Calendars for the school years 2019-20, 2020-21, and 2021-22.



# 2019-2020 CENTER JOINT UNIFIED SCHOOL DISTRICT

## 2019

JULY						
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## 2020

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	School Attendance Day
	Holiday – No School
	District-wide Minimum Day
	Teacher Work Day – No School

Please refer to the school's calendar for specific early-out dates, Back to School Night, Parent Conferences, Open House, and other school-related events.



# 2020-2021 CENTER JOINT UNIFIED SCHOOL DISTRICT

## 2020

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## 2021

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	School Attendance Day
	Holiday – No School
	District-wide Minimum Day
	Teacher Work Day – No School

Please refer to the school's calendar for specific early-Out dates, Back to School Night, Parent Conferences, Open House, and other school-related events.



# 2021-2022 CENTER JOINT UNIFIED SCHOOL DISTRICT

## 2021

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## 2022

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	Holiday – No School
	District-wide Minimum Day
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Please refer to the school's calendar for specific early-Out dates, Back to School Night, Parent Conferences, Open House, and other school-related events.

# Center Joint Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Curriculum & Instruction

Date: November 15, 2018

Action Item XX

To: Board of Trustees

Information Item

From: Michael Jordan

0 Attached Pages

Administrator's Initials: MDJ

## SUBJECT: Instructional Materials Adoption Grades 9-12 History Social Studies Textbooks

The Curriculum and Instruction Department formed a high school level curriculum selection committee comprised of both teachers and administrators during the 2017-18 school year. The committee reviewed and piloted multiple publishers' materials during this time frame. After thorough review, the selection committee is now recommending the following materials be adopted for district use:

10th Grade -- Impact by McGraw Hill for World History

11th Grade -- Impact by McGraw Hill for US History

12th Grade -- Economics Principles in Action (CA edition)  
published by Pearson.

These materials will complete the adoption cycle for our high school level History Social Studies materials.

**RECOMMENDATION:** Board approve the recommended History Social Science materials for high school level students.

*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> August 15, 2018	<b># Attached Pages</b> <u>          </u>
<b>From:</b> Scott A. Loehr, Superintendent	
<b>Principal/Administrator Initials:</b> <u>                    </u>	

<b>SUBJECT: First Reading: Board Policies/Regulations/Exhibits</b>			
Delete	BP	1020	Youth Services
Replace	BP	1330	Use of School Facilities
Replace	AR	1330	Use of School Facilities
Replace	BP	1400	Relations Between Other Governmental Agencies and the Schools
Replace	BP	2210	Administrative Discretion Regarding Board Policy
Replace	BP	3320	Claims and Actions Against the District
Replace	AR	3320	Claims and Actions Against the District
Replace	BP	4140/4240/4340	Bargaining Units
Add	BP	4161.3	Professional Leaves
Add	BP	4261.3	Professional Leaves
Delete	AR	4261.3	Professional Leaves
Add	BP	5112.5	Open/Closed Campus
Replace	AR	5141.32	Health Screening for School Entry
Replace	BP	6174	Education for English Learners
Replace	AR	6174	Education for English Learners
Replace	BB	9310	Board Policies

**RECOMMENDATION: CJUSD Board of Trustees approve the first reading of presented policies/regulations/exhibits.**



# CSBA Sample

## Board Policy

### Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.42(a)

### CHARTER SCHOOL RENEWAL

Note: The following policy is **optional**. When the term of a charter granted by the Governing Board pursuant to Education Code 47605 (see BP/AR 0420.4 - Charter School Authorization) is due to expire, the charter school must submit a petition for renewal to the Board in accordance with Education Code 47607 and 5 CCR 11966.4.

**For a charter that was granted by the State Board of Education (SBE) on appeal after being denied by the district, the renewal petition must be first submitted to the district board that denied the charter, pursuant to Education Code 47605. A petition for the renewal of a charter that was originally granted by the County Board of Education on appeal after being denied by the district must be submitted directly to the County Board as the chartering authority pursuant to 5 CCR 11966.5. Pursuant to Education Code 47605, to renew a charter that was originally granted by the State Board of Education (SBE) on appeal, the charter school must first submit its petition for renewal to the district that initially denied the charter. If the Board denies the renewal, the school may then petition the SBE for renewal.**

The Governing Board believes that the ongoing operation of a charter school ~~established within the district~~ should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner. **The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education on appeal after initial denial by the Board.**

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 0420.41 - Charter School Oversight)*

*(cf. 0420.43 - Charter School Revocation)*

*(cf. 0500 - Accountability)*

Note: Education Code 47604, as amended by AB 406 (Ch. 291, Statutes of 2018), prohibits a charter school from being operated by a for-profit corporation or organization effective July 1, 2019. Any charter school that submits a renewal petition on or after that date must demonstrate that it has nonprofit management or it cannot be renewed.

**No charter school that submits a renewal petition on or after July 1, 2019 shall be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)**

Note: The following **optional** paragraph may be revised to reflect district ~~practices~~ **timelines for the submission of charter renewal petitions. Although 5 CCR 11966.4 requires that the Board grant or deny the renewal petition within 60 days of receiving the petition; (see section entitled "Timelines for Board Action" below). However, it is recommended that charter schools submit their petition six to nine months before the term of the charter is due to expire. The timeline should take into consideration the date by which student achievement data needed for the petition will be available and the amount of**

## CHARTER SCHOOL RENEWAL (continued)

time needed for the Board's deliberations and decision. In the event that the Board denies the renewal, the charter school may need time to appeal to the County Board and then to the SBE and, if the school closes, to allow students of the charter school to transfer to another school. ~~it is recommended that the charter school submit its renewal petition sufficiently early (e.g., as much as nine months before the term of the charter is due to expire) so that, in the event that the Board denies the renewal, the charter school may be able to appeal to the County Board of Education and then to the SBE pursuant to Education Code 47607.5 and, if the school closes, for students of the charter school to transfer to another school.~~

**The Board recommends that a A charter school seeking renewal of its charter is encouraged to submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter is due to expire to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.**

Each renewal granted by the Board shall be for a period of five years. (Education Code 47607)

### Submission of Renewal Petition

~~Note: The following optional paragraph may be revised to reflect district practice 5 CCR 11966.4 requires that the Board grant or deny the renewal petition within 60 days of receiving the petition; see section entitled "Timelines for Board Action" below. However, it is recommended that the charter school submit its renewal petition sufficiently early (e.g., as much as nine months before the term of the charter is due to expire) so that, in the event that the Board denies the renewal, the charter school may be able to appeal to the County Board of Education and then to the SBE pursuant to Education Code 47607.5 and, if the school closes, for students of the charter school to transfer to another school.~~

~~A charter school seeking renewal of its charter is encouraged to submit its petition for renewal to the Board sufficiently early before the term of the charter is due to expire.~~

~~The signature requirement applicable to new charter petitions is not applicable to petitions for renewal. (5 CCR 11966.4)~~

~~The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. The petition also shall include documentation that the charter school meets at least one of the criteria for academic performance specified in Education Code 47607(b), as listed in item #5 in the section "Criteria for Granting or Denying Renewal" below. (Education Code 47607; 5 CCR 11966.4)~~

### Criteria for Granting or Denying Renewal

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605, **except that the signature requirement for**

## CHARTER SCHOOL RENEWAL (continued)

~~new petitions is not applicable to petitions for renewal. The Board shall consider the past performance of the charter school's academics, finances, and operations in evaluating the likelihood of future success, along with plans for improvement, if any.~~ (Education Code 47607; 5 CCR 11966.4)

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

~~Note: As amended by SB 1290 (Ch. 576, Statutes of 2012), Education Code 47607 requires the Board to consider increases in student achievement for all "numerically significant" student subgroups, as defined in Education Code 52052, as the most important factor in determining whether to grant a charter renewal.~~

In determining whether to grant a charter renewal, the Board shall consider **the past academic, financial, and operational performance of the charter school in evaluating the likelihood of future success, along with any plans for improvement.** Increases in academic achievement for all "numerically significant" groups of students served by the charter school, as defined in Education Code 52052, **as shall be** the most important factor. (Education Code 47607; **5 CCR 11966.4**)

Note: Education Code 47607 and 5 CCR 11966.4 establish grounds for denial of charter renewals. See CSBA's publication Charter Schools: A Guide for Governance Teams for additional information about making the determinations specified in items #1-4 **5** below.

The Board shall **not** deny a renewal petition ~~only if~~ **unless** it makes ~~a~~-written factual findings, **specific to the particular petition**, setting forth specific facts to support one or more of the following grounds: (Education Code 47605, 47607; 5 CCR 11966.4)

1. The charter school presents an unsound educational program for the students enrolled in the school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
4. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
5. The charter school has failed to **demonstrate that it** meets at least one of the following criteria of academic performance:

**CHARTER SCHOOL RENEWAL (continued)**

Note: SB 1290 (Ch. 576, Statutes of 2012) amended Education Code 47607 to revise the criterion related to the attainment of the Academic Performance Index growth target to (1) delete the option to consider attainment of the growth target in the aggregate for the prior three years and (2) require the growth target to be met both schoolwide and for all numerically significant groups of students served by the charter school. Although Education Code 47607 authorizes the use of the Academic Performance Index (API) to demonstrate academic performance for purposes of charter renewal, the API is no longer being calculated. Pursuant to Education Code 52052, as amended by AB 1808 (Ch. 32, Statutes of 2018), alternative measures that show increases in student achievement for all groups of students schoolwide and among numerically significant student subgroups may be used instead. For example, for purposes of meeting the academic criterion for charter renewal, charter schools may use indicators of student achievement and English learner progress available through the state's accountability system, the California School Dashboard.

- ~~a. Attainment of its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both schoolwide and for all numerically significant groups of students served by the charter school as defined in Education Code 52052.~~
- ~~b. An API ranking in deciles 4-10 in the prior year or in two of the last three years.~~
- ~~e. An API ranking in deciles 4-10 for a demographically comparable school in the prior year or in two of the last three years.~~
- a. Increases in academic achievement for all groups of students schoolwide and among numerically significant student subgroups, as determined using measures identified pursuant to Education Code 52052**

Note: When making a ~~written finding~~ **determination** based on item #5**d-b**, Education Code 47607 requires the district to submit copies of supporting documentation and a written summary of the basis for its determination to the Superintendent of Public Instruction (SPI), as provided below. The SPI will review the materials and make recommendations to the district. Those recommendations may be the basis for a revocation of the charter by the SBE.

- ~~d. b.~~ **Academic performance at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school**

**Such performance shall be determined based on a review of documented clear and convincing data; student achievement data from assessments, including, but not limited to, state academic achievement tests, for**

**CHARTER SCHOOL RENEWAL (continued)**

**demographically similar student populations in comparison schools; and information submitted by the charter school. The Board shall not grant a renewal until at least 30 days after the submission of any such documentation by the charter school. The Superintendent or designee shall submit to the Superintendent of Public Instruction copies of supporting documentation and a written summary of the basis for the Board's determination.**

~~In determining whether the charter school satisfies this criterion, the Board shall base its decision on:~~

- ~~(1) Documented clear and convincing data~~
- ~~(2) Student achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program, for demographically similar student populations in comparison schools~~
- ~~(3) Information submitted by the charter school~~

*(cf. 6162.51 - State Academic Achievement Tests)*

**Note: Charter schools that serve high-risk students may qualify for the state's Dashboard Alternative School Status (DASS) program, which uses modified methods of measurement for accountability indicators when appropriate. Charter schools that participate in the DASS satisfy the academic criterion for charter renewal without being subject to the criteria listed above in item #5a or b.**

- e.c. Qualification for an the state's alternative accountability system established pursuant to Education Code 52052(h) for schools that serve high-risk students**

**Timelines for Board Action**

**Note: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 47607, the Board must grant or deny the request for renewal within 60 days of receiving the renewal petition. Thus, the Board should establish a timeline for holding a public hearing that will provide sufficient time for the Board to consider public input before taking action on the request.**

**The Education Code does not specifically define when a petition is "received." However, because the Board conducts its business as an entity during public meetings, many education attorneys interpret the 30 days to begin when the petition is presented to the Board at the first Board meeting following the submission of the petition. Others consider the petition to be "received" when it is delivered to the district. Districts with questions regarding when the 30 days begin should consult legal counsel.**

Within 30 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school and obtain public input.

## **CHARTER SCHOOL RENEWAL (continued)**

~~If the charter school submits documentation pursuant to item #5d in the section "Criteria for Granting or Denying Renewal" above, the Board shall not grant a renewal until at least 30 days after the submission of such documentation. (Education Code 47607)~~

Within 60 days of receiving the renewal petition, or within 90 days if extended by mutual written agreement of the Board and the charter school, the Board shall either grant or deny the request to renew the charter. (Education Code 47607; 5 CCR 11966.4)

If the Board fails to make a written factual finding pursuant to items #1-5 in the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. ~~If the County Board then fails to deny or grant the petition within 60 days of receiving the petition, or within 90 days if extended by written mutual agreement of the charter school and the County Board, the charter school may submit the petition to the State Board of Education.~~ (Education Code 47605, 47607.5)

<p>Note: Pursuant to Education Code 47604.32, if a charter school ceases operation for any reason, including denial of its renewal, the district must notify the California Department of Education; see BP 0420.41 - Charter School Oversight. In addition, the district and/or charter school must implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962; see AR 0420.4 - Charter School Authorization.</p>
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*Legal Reference: (see next page)*



## CHARTER SCHOOL RENEWAL (continued)

### *Legal Reference:*

#### EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992

52052 ~~Alternative accountability system;~~ *Definition of numerically significant student subgroup*

56145-56146 Special education services in charter schools

60600-60649 Assessment of academic achievement

#### CODE OF REGULATIONS, TITLE 5

11960-11969 Charter schools

#### UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

### *Management Resources:*

#### CSBA PUBLICATIONS

*The Role of the Charter School Authorizer, Online Course*

*Charter Schools: A Guide for Governance Teams, rev. 2016*

#### WEB SITES

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

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.charterauthorizers.org>

U.S. Department of Education: <http://www.ed.gov>

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# **Center Unified SD**

## **Board Policy**

### **Charter School Renewal**

BP 0420.42

#### **Philosophy, Goals, Objectives and Comprehensive Plans**

The Governing Board believes that the ongoing operation of a charter school established within the district should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner.

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.43 - Charter School Revocation)

(cf. 0500 - Accountability)

Each renewal granted by the Board shall be for a period of five years. (Education Code 47607)

#### **Submission of Renewal Petition**

A charter school seeking renewal of its charter is encouraged to submit its petition for renewal to the Board six months before the term of the charter is due to expire.

The signature requirement applicable to new charter petitions is not applicable to petitions for renewal. (5 CCR 11966.4)

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. The petition also shall include documentation that the charter school meets at least one of the criteria for academic performance specified in Education Code 47607(b), as listed in item #5 in the section "Criteria for Granting or Denying Renewal" below. (Education Code 47607; 5 CCR 11966.4)

#### **Criteria for Granting or Denying Renewal**

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. The Board shall consider the past performance of the charter school's academics, finances, and operations in evaluating the likelihood of future success, along with plans for improvement, if any. (Education Code 47607; 5 CCR 11966.4)



In determining whether to grant a charter renewal, the Board shall consider increases in academic achievement for all "numerically significant" groups of students served by the charter school, as defined in Education Code 52052, as the most important factor. (Education Code 47607)

The Board shall deny a renewal petition only if it makes a written factual finding setting forth specific facts to support one or more of the following grounds: (Education Code 47605, 47607; 5 CCR 11966.4)

1. The charter school presents an unsound educational program for the students enrolled in the school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
4. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
5. The charter school has failed to meet at least one of the following criteria of academic performance:
  - a. Attainment of its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both schoolwide and for all numerically significant groups of students served by the charter school as defined in Education Code 52052.
  - b. An API ranking in deciles 4-10 in the prior year or in two of the last three years.
  - c. An API ranking in deciles 4-10 for a demographically comparable school in the prior year or in two of the last three years.
  - d. Academic performance at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school. In determining whether the charter school satisfies this criterion, the Board shall base its decision on:
    - (1) Documented clear and convincing data
    - (2) Student achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program, for demographically similar student populations in comparison schools



(3) Information submitted by the charter school

Whenever the Board makes a determination based on this criterion, the Superintendent or designee shall submit copies of supporting documentation and a written summary of the basis for the Board's determination to the Superintendent of Public Instruction.

(cf. 6162.51 - Standardized Testing and Reporting Program)

e. Qualification for an alternative accountability system pursuant to Education Code 52052(h)

**Timelines for Board Action**

Within 30 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school and obtain public input.

If the charter school submits documentation pursuant to item #5d in the section "Criteria for Granting or Denying Renewal" above, the Board shall not grant a renewal until at least 30 days after the submission of such documentation. (Education Code 47607)

Within 60 days of receiving the renewal petition, or within 90 days if extended by mutual written agreement of the Board and the charter school, the Board shall either grant or deny the request to renew the charter. (Education Code 47607; 5 CCR 11966.4)

If the Board fails to make a written factual finding pursuant to items #1-5 in the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. If the County Board then fails to deny or grant the petition within 60 days of receiving the petition, or within 90 days if extended by written mutual agreement of the charter school and the County Board, the charter school may submit the petition to the State Board of Education. (Education Code 47605, 47607.5)

**Legal Reference:**

**EDUCATION CODE**

47600-47616.7 Charter Schools Act of 1992

52052 Alternative accountability system; definition of numerically significant student



subgroup

56145-56146 Special education services in charter schools

60600-60649 Assessment of academic achievement

CODE OF REGULATIONS, TITLE 5

11960-11969 Charter schools

UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

**Management Resources:**

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U.S. Department of Education: <http://www.ed.gov>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: April 17, 2013      Antelope, California**



# CSBA Sample

## Board Policy

### Community Relations

BP 1100(a)

### COMMUNICATION WITH THE PUBLIC

Note: The following **optional** policy may be revised to reflect district practice.

The Governing Board recognizes the district's responsibility to keep the public informed regarding the goals, programs, achievements, and needs of the schools and district and to be responsive to the concerns and interests of the community. The Superintendent or designee shall establish strategies for effective two-way communications between the district and the public and shall consult with the Board regarding the role of Board members as advocates for the district's students, programs, and policies.

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 9000 - Role of the Board)*

Note: Protocols for media relations, including the identification of Governing Board and staff spokespersons designated to meet with the media on behalf of the district, are addressed in BP 1112 - Media Relations. The district may choose to establish additional protocols for communications with other segments of the public.

The Superintendent or designee shall provide the Board and staff with communications protocols and procedures to assist the district in presenting a consistent, unified message on district issues. Such protocols and procedures may include, but are not limited to, identification of the spokesperson(s) authorized to speak to the media on behalf of the district, strategies for coordinating communications efforts and activities, and legal requirements pertaining to confidentiality as well as the public's right to access records.

*(cf. 1112 - Media Relations)*

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

*(cf. 2111 - Superintendent Governance Standards)*

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

*(cf. 9005 - Governance Standards)*

*(cf. 9010 - Public Statements)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

The Superintendent or designee shall utilize a variety of ~~communications~~ methods ~~in order~~ to provide **information** to the public with access to information. Such methods may include, but are not limited to, district and school newsletters, web sites, social ~~networking pages~~ **media**, ~~or other online communications technologies~~, ~~direct email~~ **electronic** communications, mailings, notices sent home with students, recorded telephone messages for parent/guardian information, community forums and public events, news releases, meetings with education reporters and editorial boards, presentations at parent organization meetings, and meetings with representatives of local governments, community organizations, and businesses.

## COMMUNICATION WITH THE PUBLIC (continued)

*(cf. 0510 - School Accountability Report Card)*

*(cf. 1020 - Youth Services)*

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

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of those students must also be written in that primary language. In addition, the Americans with Disabilities Act (28 CFR 35.130 and 35.160) requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. See BP 0410 - Nondiscrimination in District Programs and Activities.

In developing communications strategies, the Superintendent or designee shall take into account the needs of all members of the public, including individuals with disabilities and those whose primary language is not English.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

The Superintendent or designee ~~shall ensure that staff members are responsive to requests by parents/guardians or members of the public for information or assistance and may provide staff members with professional development in their "customer service" role as needed to assist them in effectively responding to requests for information or assistance by parents/guardians or members of the public.~~

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall provide multiple **avenues and** opportunities for members of the public to give input on district and school issues and operations. Community members are encouraged to become involved in school activities, participate on district and school committees, provide input at Board meetings, submit suggestions to district staff, and use the district's complaint procedures as appropriate.

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1230 - School-Connected Organizations)*

*(cf. 1240 - Volunteer Assistance)*

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 1260 - Educational Foundation)*

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

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

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 3555 - Nutrition Program Compliance)*

## COMMUNICATION WITH THE PUBLIC (continued)

*(cf. 6020 - Parent Involvement)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

### **Prohibition Against Mass Mailings at Public Expense**

Note: Education Code 7054 and 2 CCR 18901.1 prohibit the use of public funds for a mass mailing that (1) expressly advocates the election or defeat of a candidate or the qualification, passage, or defeat of a ballot measure or (2) if taken in context, unambiguously urges an election result. Violation of these provisions could result in an enforcement action by the Fair Political Practices Commission. See BP 1160 - Political Processes for language regarding the use of district funds for activities related to ballot measures, candidates, or lobbying.

~~Any n~~Newsletters or mass mailings regarding ballot measures, candidates, legislative activities, or any other campaign activities shall be sent and distributed in accordance with law and Board policy.

*(cf. 1160 - Political Processes)*

Note: Government Code 82041.5, and 89001, and ~~89002 and 2 CCR 18901~~ prohibit the use of public funds for a mass mailing which features a Board member or includes the name, signature, or photograph of a Board member, except as specifically allowed by law. "Mass mailing" is defined as over 200 substantially similar pieces of mail sent in a single calendar month or course of an election. A "mass mailing" does not include form letters or mail sent in response to an unsolicited request, letter, or other inquiry, or permissible informational materials otherwise authorized by law **Government Code 89002**. Because these laws are very complex, ~~with complicated definitions and numerous exceptions~~, districts should consult with legal counsel if there is a question about the appropriateness of a planned mailing.

~~In addition, Education Code 7054 and 2 CCR 18901.1 prohibit the use of public funds for a mass mailing that (1) expressly advocates the election or defeat of a candidate or the qualification, passage, or defeat of a ballot measure or (2) if taken in context, unambiguously urges an election result. Violation of these provisions could result in an enforcement action by the Fair Political Practices Commission. See BP 1160 - Political Processes for language regarding the use of district funds for activities related to ballot measures, candidates, or lobbying. Because these laws are very complex, with complicated definitions and numerous exceptions, districts should consult with legal counsel if there is a question about the appropriateness of a planned mailing.~~

~~No newsletter or other mass mailing, as defined in Government Code 82041.5 and 2 CCR 18901 shall be sent by the district at public expense if such material aggrandizes one or more Board members. The name, signature, or photograph of a Board member may be included in such materials only as permitted by 2 CCR 18901. (Government Code 82041.5, 89001; 2 CCR 18901)~~

~~Any newsletter or mass mailing regarding ballot measures, candidates, legislative activities, or any other campaign activities shall be sent and distributed in accordance with law and Board policy.~~



**COMMUNICATION WITH THE PUBLIC (continued)**

*(cf. 1160—Political Processes)*

**A mass mailing is prohibited if all of the following criteria are met: (Government Code 89001-89002)**

- 1. The mailing involves sending a tangible item, such as a videotape, record, button, or written document, which is delivered by any means to recipients at their residence, place of employment or business, or post office box**
- 2. The item features a Board member or includes the name, office, photograph, or other reference to a Board member and is prepared or sent in cooperation, consultation, coordination, or concert with the Board member.**
- 3. The costs of distribution, or any costs of design, production, and printing exceeding \$50, are paid with district funds.**
- 4. More than 200 substantially similar items, as defined in Government Code 89002, are sent in a single calendar month.**

**The above prohibition does not apply to the types of mass mailings specified in Government Code 89002(b), including, but not limited to: (Government Code 89002)**

- 1. An item in which the Board member's name appears only in a roster containing the names of all Board members or in the letterhead or logotype of the stationery, forms, and envelopes of the district, a district committee, or the Board member**
- 2. An announcement including only a single mention of the Board member's name which concerns a public meeting related to the Board member's duties or any official district event(s) for which the district is providing the use of its facilities, staff, or other financial support**
- 3. A business card that contains only one mention of the Board member's name and no photograph of the Board member**

**However, any of the excepted mailings listed in items #1-3 above that meets the criteria for prohibited mass mailings shall not be sent within 60 days preceding an election in which a Board member to whom the mailing relates will appear on the ballot as a candidate. (Government Code 89003)**

## COMMUNICATION WITH THE PUBLIC (continued)

### Comprehensive Communications Plan

**Note: The following optional section may be revised to reflect district practice.** A comprehensive district communications plan may include strategies for internal and external communications on issues that are important to the district and community. The plan also may incorporate specific communications strategies required by other Board policies and administrative regulations. For example, see AR 0450 - Comprehensive Safety Plan, BP 1112 - Media Relations, AR 3516 - Emergencies and Disaster Preparedness Plan, and BP/AR 6020 - Parent Involvement.

The Superintendent or designee ~~shall~~ may develop a written communications plan which establishes priorities for proactive community outreach to build support for district programs and issues. The plan ~~shall~~ may identify specific communications goals aligned with the district's vision and goals for student learning. For each communications goal, the plan ~~shall~~ may identify key messages, individuals or groups that can help the district achieve its goal, strategies tailored to each target audience, timelines, persons responsible for each activity, and budget implications.

*(cf. 0000 - Vision)*

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

As appropriate for each issue, target audiences may include parents/guardians, the media, local governmental agencies, businesses, community organizations and civic groups, postsecondary institutions, health care professionals, child care providers, community leaders, state or federal legislators or agencies, and/or other segments of the public.

The plan ~~shall~~ may incorporate strategies for effective communications during a crisis or other emergency situation that may arise.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

The Superintendent or designee ~~shall~~ may periodically evaluate the implementation and effectiveness of the district's communications plan and recommend to the Board whether the goals and key issues identified in the plan need to be revised to meet changing circumstances or priorities.

*Legal Reference: (see next page)*

## COMMUNICATION WITH THE PUBLIC (continued)

### *Legal Reference:*

#### EDUCATION CODE

7054 Use of district property or funds re: ballot measures and candidates

35145.5 Board meetings, public participation

35172 Promotional activities

38130-38138 Civic Center Act

48980-48985 Parental notifications

#### GOVERNMENT CODE

54957.5 Meeting agendas and materials

82041.5 Mass mailing

89001-89003 Newsletter or mass mailing

#### CODE OF REGULATIONS, TITLE 2

~~18901 Mass mailings sent at public expense~~

18901.1 Campaign-related mailings sent at public expense

#### CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

### *Management Resources:*

#### WEB SITES

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

California School Public Relations Association: <http://www.calspra.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

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# **Center Unified SD**

## **Board Policy**

### **Communication With The Public**

BP 1100

#### **Community Relations**

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(cf. 5020 - Parent Rights and Responsibilities)

(cf. 9000 - Role of the Board)

The Superintendent or designee shall provide the Board and staff with communications protocols and procedures to assist the district in presenting a consistent, unified message on district issues. Such protocols and procedures may include, but are not limited to, identification of the spokesperson(s) authorized to speak to the media on behalf of the district, strategies for coordinating communications efforts and activities, and legal requirements pertaining to confidentiality as well as the public's right to access records.

(cf. 1112 - Media Relations)

(cf. 1340 - Access to District Records)

(cf. 2111 - Superintendent Governance Standards)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 9005 - Governance Standards)

(cf. 9010 - Public Statements)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Superintendent or designee shall utilize a variety of communications methods in order to provide the public with access to information. Such methods may include, but are not limited to, district and school newsletters, web sites, social networking pages or other online communications technologies, direct email communications, mailings, notices sent home with students, recorded telephone messages for parent/guardian information, community forums and public events, news releases, meetings with education reporters and editorial boards, presentations at parent organization meetings, and meetings with representatives of local governments, community organizations, and businesses.



- (cf. 0510 - School Accountability Report Card)
- (cf. 1020 - Youth Services)
- (cf. 1113 - District and School Web Sites)
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 1700 - Relations Between Private Industry and the Schools)

In developing communications strategies, the Superintendent or designee shall take into account the needs of all members of the public, including individuals with disabilities and those whose primary language is not English.

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

The Superintendent or designee shall ensure that staff members are responsive to requests by parents/guardians or members of the public for information or assistance and may provide staff with professional development in their "customer service" role as needed.

- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

The Superintendent or designee shall provide multiple opportunities for members of the public to give input on district and school issues and operations. Community members are encouraged to become involved in school activities, participate on district and school committees, provide input at Board meetings, submit suggestions to district staff, and use the district's complaint procedures as appropriate.

- (cf. 1220 - Citizen Advisory Committees)
- (cf. 1230 - School-Connected Organizations)
- (cf. 1240 - Volunteer Assistance)
- (cf. 1250 - Visitors/Outsiders)
- (cf. 1260 - Educational Foundation)
- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 1312.3 - Uniform Complaint Procedures)
- (cf. 1312.4 - Williams Uniform Complaint Procedures)
- (cf. 3555 - Nutrition Program Compliance)
- (cf. 6020 - Parent Involvement)
- (cf. 9322 - Agenda/Meeting Materials)
- (cf. 9323 - Meeting Conduct)

#### **Prohibition Against Mass Mailings at Public Expense**

No newsletter or other mass mailing, as defined in Government Code 82041.5 and 2 CCR 18901, shall be sent by the district at public expense if such material aggrandizes one or more Board members. The name, signature, or photograph of a Board member may be included in such materials only as permitted by 2 CCR 18901. (Government Code



82041.5, 89001; 2 CCR 18901)

Any newsletter or mass mailing regarding ballot measures, candidates, legislative activities, or any other campaign activities shall be sent and distributed in accordance with law and Board policy.

(cf. 1160 - Political Processes)

#### Comprehensive Communications Plan

The Superintendent or designee may develop a written communications plan which establishes priorities for proactive community outreach to build support for district programs and issues. The plan shall identify specific communications goals aligned with the district's vision and goals for student learning. For each communications goal, the plan shall identify key messages, individuals or groups that can help the district achieve its goal, strategies tailored to each target audience, timelines, persons responsible for each activity, and budget implications.

(cf. 0200 - Goals for the School District)

As appropriate for each issue, target audiences may include parents/guardians, the media, local governmental agencies, businesses, community organizations and civic groups, postsecondary institutions, health care professionals, child care providers, community leaders, state or federal legislators or agencies, and/or other segments of the public.

The plan shall incorporate strategies for effective communications during a crisis or other emergency situation that may arise.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may periodically evaluate the implementation and effectiveness of the district's communications plan and recommend to the Board whether the goals and key issues identified in the plan need to be revised to meet changing circumstances or priorities.

#### Legal Reference:

##### EDUCATION CODE

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35145.5 Board meetings, public participation

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48980-48985 Parental notifications

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Fair Political Practices Commission: <http://www.fppc.ca.gov>



# CSBA Sample

## Board Policy

### Community Relations

BP 1330(a)

### 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 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. 1400 - Relations Between Other Governmental Agencies and the Schools)*  
*(cf. 6145.5 - Student Organizations and Equal Access)*

The Superintendent or designee shall give priority to school-related activities 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: 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.

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 facilities 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

**USE OF SCHOOL FACILITIES** (continued)

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 or grounds on those days on which district schools are closed. (Education Code 37220)

*(cf. 6115 - Ceremonies and Observances)*

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)*

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)*

**Fees**

Note: Education Code 38134 authorizes districts to charge an amount "not exceeding" direct costs for the use of school facilities or grounds by community groups and entities. 5 CCR 14037-14041 contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds. **See the section "Calculating Direct Costs" below. If the district chooses to charge fees, Pursuant to 5 CCR 14041, requires as added by Register 2014, No. 19, the Board is required to adopt a fee schedule that specifies the hourly fee to be charged by the district either for specific school facilities and grounds or for types or categories of school facilities or grounds (e.g., all gymnasiums or playgrounds), when the district chooses to charge fees for community use of school facilities and grounds.**

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

**USE OF SCHOOL FACILITIES (continued)***(cf. 9320 - Meetings and Notices)*

Note: ~~In addition,~~ Education Code 38134 mandates each district **that chooses to charge the community a fee for the use of school facilities** to adopt a policy specifying the activities and organizations that shall be ~~charged an amount not to exceed direct costs subjected to the fees. 5 CCR 14037-14041, as added by Register 2014, No. 19, contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds.~~ The options below provide suggestions on how districts that choose to charge ~~up to direct costs fees~~ may categorize activities and organizations for that purpose. Option 1 is for use by districts that choose to charge an amount "not exceeding" direct costs to all community groups. Option 2 is for use by districts that choose to grant free use to nonprofit **organizations and** to groups organized to promote youth and school activities but charge other groups an amount "not exceeding" direct costs. Option 3 is for use by districts that grant free use to school-related organizations only.

~~However,~~ **Regardless of the option chosen, there is an exception for the use of school facilities and grounds for religious services, as noted below.**

**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 an expense 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 5 CCR 14037-14041. (Education Code 38134)~~

**OPTION 2: (No charge to nonprofit organizations and youth and school-oriented organizations groups)**

Note: This option reflects the common practice among districts to allow free use of school facilities by nonprofit organizations, **and** clubs, **and organizations associations** that promote youth and school activities, ~~including the YMCA and religious organizations or churches that arrange for and supervise sports league activities for youth,~~ pursuant to Education Code 38134. Districts that wish to **give allow** free use ~~to~~ by some groups, but charge other groups, should proceed cautiously and ensure that such free use or discount is granted on a reasonable and nondiscriminatory basis. It is strongly recommended that districts consult legal counsel before deciding which groups will or will not be charged and, based upon legal counsel's advice, decide whether it would be appropriate to specifically name in the district's policy the community groups that will or will not be charged.

The Board authorizes the use of school facilities or grounds, without charge, by nonprofit organizations, **and by** clubs, or associations organized to promote youth and school activities, ~~As specified in Education Code 38134(a), these groups include, but are~~ **including, but not limited to,** Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, ~~and~~ school-community advisory councils, **and recreational youth sports leagues that charge participants no more than an average of \$60 per month.** 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 exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

## USE OF SCHOOL FACILITIES (continued)

### **OPTION 3: ~~(No charge to school-related organizations)~~**

~~The Board shall grant authorizes 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 exceeding direct costs determined in accordance with 5 CCR 14037-14041.~~

Note: The remainder of this section is for use by all districts regardless of the option chosen above.

Pursuant to Education Code 38134, any group authorized to use school facilities for religious services must be charged "at least" direct costs.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

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)

### **Calculating Direct Costs**

Note: The following paragraph provides specific guidance for calculating "direct costs" that a district may charge community groups and organizations for the use of school facilities or grounds. Pursuant to 5 CCR 14038, as added by Register 2014, No. 19, the district must determine the "proportionate share" of allowable capital and operational direct costs as provided below.

~~In determining d~~Direct costs to be charged for community use of each, or each type of, school facility or grounds, ~~the Superintendent or designee shall calculate,~~ **shall be calculated** in accordance with 5 CCR 14038; **and may reflect** the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

~~However, capital direct costs shall not be charged to organizations retained by the~~

**USE OF SCHOOL FACILITIES (continued)**

~~district or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)~~

~~(cf. 5148—Child Care and Development)~~

~~(cf. 5148.2—Before/After School Programs)~~

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services **of performed by** district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Note: The following **optional** paragraph applies to districts that choose to discount direct cost fees based on the type or category of the applicant, such as to groups with tax-exempt status as authorized pursuant to 5 CCR 14041, **added by Register 2014, No. 19.**

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

~~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)~~

**Expending Funds Collected as Capital Direct Costs**

Note: Pursuant to 5 CCR 14042, **added by Register 2014, No. 19, funds collected as capital direct costs must be expended as specified in the following optional paragraph.**

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

**Use of School Facility as Polling Place**

Note: Pursuant to Elections Code 12283, **an elections official requesting the use of a school building as**

## USE OF SCHOOL FACILITIES (continued)

a polling place must include in his/her request a list of the schools needed. Such requests must be made within sufficient time before the start of the school year so that the Board can determine and notify parents/guardians whether (1) the school will remain in session on those days, (2) the school day will be designated for staff training and development, or (3) the school will be closed to students and nonclassified employees. See BP 6111 - School Calendar.

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

*(cf. 6111 - School Calendar)*

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

*(cf. 3515.2 - Disruptions)*

*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

#### ELECTIONS CODE

12283 Polling places: schools

#### GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

#### MILITARY AND VETERANS CODE

1800 Definitions

#### CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

#### 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 Unified SD**

## **Board Policy**

### **Use Of School Facilities**

BP 1330

#### **Community Relations**

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)

The Superintendent or designee shall give priority to school-related activities 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.

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 facilities 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

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed.  
(Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

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)

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)

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

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. As specified in 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 exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

In determining direct costs to be charged for community use of each, or each type of, school facility or grounds, the Superintendent or designee shall calculate, in accordance with 5 CCR 14038, the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

However, capital direct costs shall not be charged to organizations retained by the district or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)



(cf. 5148 - Child Care and Development)  
(cf. 5148.2 - Before/After School Programs)

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services of district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

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)

#### Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

#### 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

##### GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

##### MILITARY AND VETERANS CODE

1800 Definitions

##### CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

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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

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**WEB SITES**

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

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Policy CENTER UNIFIED SCHOOL DISTRICT  
adopted: November 19, 2014 Antelope, California



# CSBA Sample

## Board Policy

### Business and Noninstructional Operations

BP 3290(a)

### GIFTS, GRANTS AND BEQUESTS

Note: Education Code 41032 authorizes the Governing Board to accept gifts on behalf of the district and to prescribe conditions for their acceptance. Criteria listed in this **optional** policy may be revised to reflect district practice.

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, ~~private agency or~~ organization, **foundation**, or ~~other~~ public **or private** agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

*(cf. 0100 - Philosophy)*

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

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 0415 - Equity)*

*(cf. 1260 - Educational Foundation)*

*(cf. 9270 - Conflict of Interest)*

Note: A donor may impose restrictions and conditions on the use of a gift. Unless the conditions are illegal, the district will be subject to those conditions if it accepts the gift.

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

*(cf. 0000 - Vision)*

*(cf. 0100 - Philosophy)*

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
2. Entail undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol ~~or the violation of any law or district policy~~

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 5131.62 - Tobacco)*

**GIFTS, GRANTS AND BEQUESTS (continued)**

- 4. Advertise or endorse the use of non-nutritious food or beverages during the school day**

*(cf. 5030 - Student Wellness)*

- 5. Encourage or enable the violation of any law or district policy**

- 4-6. Imply endorsement of any business or product or unduly commercialize or politicize the school environment**

*(cf. 1325 - Advertising and Promotion)*

Any gift of books ~~and or~~ instructional materials ~~shall~~ **may only** be accepted ~~only~~ if they meet ~~regular~~ district criteria for selection of instructional materials.

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

All gifts, grants, and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school, **classroom, or teacher**. At the Superintendent or designee's discretion, a gift may be used at a particular school **or classroom**.

Note: Education Code 41030 allows districts to invest monies gifted to them when not immediately needed. Education Code 41031 requires that such funds be placed in a district special fund in the county treasury and designated as the Foundation Fund. Funds donated for specific purposes must be placed in a separate account in that fund. **Pursuant to Education Code 41035-41038, districts Boards** that place money in a foundation fund pursuant to these laws must adopt related rules and regulations and appoint an advisory committee to advise the board about investments to be made. ~~(Education Code 41035-41038)~~

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law. (Education Code 41030-41031)

*(cf. 3430 - Investing)*

The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

*(cf. 3440 - Inventories)*

*(cf. 3460 - Financial Reports and Accountability)*



## GIFTS, GRANTS AND BEQUESTS (continued)

### Appreciation

~~The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.~~

~~(cf. 1150 - Commendations and Awards)~~

~~(cf. 7310 - Naming of Facility)~~

### Corporate Sponsorship

Note: Under the general authority granted to boards pursuant to Education Code 35160, the Board is authorized to enter into ~~an a~~ **corporate sponsorship** agreement with an outside entity including for-profit and nonprofit corporations. In exchange for funds, products, and services provided by such entities, the Board may allow them to advertise and/or promote their products and services within district buildings or facilities. The Board may set guidelines for entering into such agreements to ensure that they are limited to appropriate matters. Standards related to advertising and promotions are addressed in BP 1325 - Advertising and Promotion. The Board may revise the following **optional** section to ensure consistency with those standards.

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

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

~~(cf. 1700 - Relations Between Private Industry and the Schools)~~

~~(cf. 3312 - Contracts)~~

~~(cf. 6145.2 - Athletic Competition)~~

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications **in accordance with BP 1325 - Advertising and Promotion**. ~~No message, image, or other depiction that promotes the use of obscene language, pornography, alcohol, tobacco, or prohibited drugs or that advocates unlawful discrimination, use of violence, or the violation of law or district policy shall be allowed.~~

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed;

## **GIFTS, GRANTS AND BEQUESTS (continued)**

2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services.
3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information **and the requirement that the sponsor obtain prior approval of the Board before using such information.** ~~The sponsor's use of such information shall require prior approval of the Board.~~
- ~~5.~~ 4. The prohibition against the collection **or distribution** of students' personal information except as allowed by law.
4. 5. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with **the** district's vision, mission, or goals or the sponsor engages in any prohibited activity.
- ~~5.~~ ~~The prohibition against the collection of students' personal information except as allowed by law.~~

*(cf. 5022 - Student and Family Privacy Rights)*

*(cf. 5125 - Student Records)*

## **Online Fundraising**

**Note: The following optional section addresses the practice of using a crowdfunding Internet platform (e.g., GoFundMe, PledgeCents, Donors Choose, etc.) to raise funds for district, school or classroom projects or equipment and may be revised to reflect district practice.**

**Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.**

**Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.**

## **GIFTS, GRANTS AND BEQUESTS (continued)**

**Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.**

### **Appreciation**

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

*(cf. 1150 - Commendations and Awards)*

*(cf. 7310 - Naming of Facility)*

#### *Legal Reference:*

##### EDUCATION CODE

*1834 Acquisition of materials and apparatus*

*35160 Powers and duties*

*35162 Power to sue, be sued, hold and convey property*

*41030 School district may invest surplus monies from bequest or gifts*

*41031 Special fund or account in county treasury*

*41032 Authority of school board to accept gift or bequest; investments; gift of land requirements*

*41035 Advisory committee*

*41036 Function of advisory committee*

*41037 Rules and regulations*

*41038 Applicability of other provisions of chapter*

#### *Management Resources:*

##### WEB SITES

*California Consortium of Education Foundations: <http://www.cceflink.org>*

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# **Center Unified SD**

## **Board Policy**

### **Gifts, Grants And Bequests**

BP 3290

#### **Business and Noninstructional Operations**

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, private agency or organization, or other public agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

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

(cf. 1260 - Educational Foundation)

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

(cf. 0000 - Vision)

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
2. Entail undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol or the violation of any law or district policy

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

4. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

(cf. 1325 - Advertising and Promotion)



Any gift of books and instructional materials shall be accepted only if they meet regular district criteria for selection of instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

All gifts, grants, and bequests shall become district property. At the Superintendent or designee's discretion, a gift may be used at a particular school.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law. (Education Code 41030-41031)

The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

(cf. 3440 - Inventories)

(cf. 3460 - Financial Reports and Accountability)

#### Appreciation

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

(cf. 1150 - Commendations and Awards)

(cf. 7310 - Naming of Facility)

#### Corporate Sponsorship

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

(cf. 1113 - District and School Web Sites)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 3312 - Contracts)

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored



publications. No message, image, or other depiction that promotes the use of obscene language, pornography, alcohol, tobacco, or prohibited drugs or that advocates unlawful discrimination, use of violence, or the violation of law or district policy shall be allowed.

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed.
2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services.
3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information. The sponsor's use of such information shall require prior approval of the Board.
4. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with district vision, mission, or goals or the sponsor engages in any prohibited activity.
5. The prohibition against the collection of students' personal information except as allowed by law.

(cf. 5022 - Student and Family Privacy Rights)  
(cf. 5125 - Student Records)

#### Legal Reference:

##### EDUCATION CODE

1834 Acquisition of materials and apparatus

35160 Powers and duties

35162 Power to sue, be sued, hold and convey property

41030 School district may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

41032 Authority of school board to accept gift or bequest; investments; gift of land requirements

41035 Advisory committee

41036 Function of advisory committee

41037 Rules and regulations

41038 Applicability of other provisions of chapter

#### Management Resources:

##### WEB SITES



California Consortium of Education Foundations: <http://www.cceflink.org>

Policy CENTER UNIFIED SCHOOL DISTRICT  
adopted: October 19, 2011 Antelope, California



# CSBA Sample

## Administrative Regulation

Business and Noninstructional Operations

AR 3320(a)

### CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The Government Claims Act (Government Code 810-996.6) sets forth prelitigation requirements and deadlines for claims against public entities, including school districts, ~~as well as statute of limitations and other requirements for lawsuits.~~ In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code 900-915.4 also apply to claims for breach of contract.

Because a district's insurance carrier or joint powers authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

#### Time Limitations

Note: Items #1-3-4 below list timelines for ~~presentation of claims pursuant to the Government Claims Act and other applicable statutes. If a claimant misses a deadline for a claim required to be submitted in accordance with item #1 or #3 below, he/she may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."~~ As amended by SB 1053 (Ch. 153, Statutes of 2018), Government Code 935 clarifies that the authority of a district to adopt local claims presentation procedures for causes of action which are excepted from the Government Claims Act by Government Code 905 and are not governed by other statutes or regulations does not apply to childhood sexual abuse. Rather, claims for childhood sexual abuse are governed by the timelines and procedures specified in Code of Civil Procedure 340.1.

The following time limitations apply to claims against the district:

1. **Claims for money or damages relating to any cause of action which is governed by a statute or regulation, including childhood sexual abuse and other causes of action specifically excepted from the Government Claims Act by Government Code 905, shall be filed in accordance with the governing statute or regulation. (Government Code 905, 935)**
1. ~~Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 905, 911.2)~~
2. ~~Claims for money or damages as authorized in Government Code 905 and not included in item #1 above shall be filed not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)~~

**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

Note: Pursuant to Government Code 935, a district may establish its own procedure for the presentation of those claims which are excluded from the Government Claims Act as specified in Government Code 905. **Optional item #3 #2** below is for use by any district whose board has chosen to exercise the authority to establish district procedures for such claims; see the accompanying Board policy. Item ~~#3~~ **#2** provides six months as the time limitation for filing such claims, which is consistent with the requirement in Government Code 935 that the district's procedure not require a shorter time for presentation of a claim than the time specified in Government Code 911.2. However, the Governing Board has the discretion to adopt a more flexible time limitation and may increase the amount of time allowed for filing such claims. If the Board adopts a more flexible time limitation, ~~the following paragraph item #2~~ **item #2** should be revised accordingly. ~~In Big Oak Flat Groveland Unified School District v. Superior Court of Tuolumne County, the appellate court ruled that a claim of childhood sexual abuse, which is excepted from the Government Claims Act pursuant to Government Code 905, should have been presented to the district under the district procedures established pursuant to Government Code 935 prior to the filing of the lawsuit on that claim.~~

If a claimant misses a deadline for a claim required to be submitted in accordance with item ~~#1~~ **#2** or **#3** below, he/she may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."

- 3.2.** In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which ~~are relate to any cause of action~~ specifically ~~exempted~~ **excepted** from the Government Claims Act by Government Code 905 ~~and~~ **but which** are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, ~~911.2~~, 935)
- ~~1.~~ **3.** Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code ~~905~~, 911.2)
- ~~2.~~ **4.** Claims for money or damages ~~as authorized in Government Code 905 and not included in item #1 above relating to any other cause of action~~ shall be filed not later than one year after the accrual of the cause of action. (Government Code ~~905~~, 911.2)

**Receipt of Claims**

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Note: In most circumstances, a district's insurance provider or JPA is responsible for claims management, including investigating, defending, and managing a district's response to a claim presented under the

## **CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

Government Claims Act. The following paragraph requires the Superintendent or designee to immediately forward any claims received to the district's JPA or insurance provider in order to help ensure compliance with any conditions of coverage.

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

### **Review of Contents of the Claim**

Note: Most JPAs and insurance carriers provide a claim form. The person submitting the claim need not use the claim form provided by the district, but, pursuant to Government Code 910 and 910.2, the claim must contain a signature and all of the information listed below.

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case.
7. The signature of the claimant or the person acting on his/her behalf

### **Notice of Claim Insufficiency**

Note: Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.



## **CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

Note: Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

### **Amendment to Claims**

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

### **Late Claims**

Note: The reference to item ~~#3~~ **#2** in the following paragraph should be deleted if the district has not established district procedures pursuant to Government Code 935 for claims that are specifically exempted in **Government** Code 905 or adopted a time limitation that is not less than one year (see the accompanying Board policy and item ~~#3~~ **#2** in the section "Time Limitations" above).

For claims under items ~~#1~~ **#2** and **#3** in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

Note: If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its agent should notify the claimant that "no action" was taken because the claim was presented late. If the Board were to state that the claim was "rejected," this would indicate that the Board had accepted the filing of the late claim and taken action to reject it.

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

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## **CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

### **Action on Claims**

Note: If the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action, the claim is considered to be rejected, but the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the

**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

(3/10 7/18) 10/18



# **Center Unified SD**

## **Administrative Regulation**

### **Claims and Actions Against the District**

BP 3290

#### **Business and Noninstructional Operations**

#### **Time Limitations**

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 905, 911.2)
2. Claims for money or damages as authorized in Government Code 905 and not included in item #1 above shall be filed not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)
3. In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which are specifically exempted from the Government Claims Act by Government Code 905 and are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 911.2, 935)

#### **Receipt of Claims**

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

#### **Review of Contents of the Claim**



**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case.
7. The signature of the claimant or the person acting on his/her behalf

**Notice of Claim Insufficiency**

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

**Amendment to Claims**



## **CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

### **Late Claims**

For claims under item #1 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.



**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

**Action on Claims**

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)



**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)



# CSBA Sample

## Administrative Regulation

**Business and Noninstructional Operations**

AR 3460(a)

### **FINANCIAL REPORTS AND ACCOUNTABILITY**

#### **Interim Reports**

Note: Education Code 42130 requires that the district issue two interim fiscal reports; see the accompanying Board policy for information about the use of these reports to certify 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.

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. (Education Code 42130, 42131)

Note: Interim 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 specified in 5 CCR 15453-15464 and address the areas listed below.

The interim reports 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 local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

*(cf. 3100 - Budget)*

*(cf. 3220.1 - Lottery Funds)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3314 - Payment for Goods and Services)*

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. 3110 - Transfer of Funds)*

## FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

### 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 annual audit within the deadlines established by law.

Note: The following paragraph is **optional**. 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).

Note: Pursuant to Education Code 41020, the audit must include an audit of income and expenditures for all district funds, as provided below. Additionally, Education Code 41020 requires that the audit include a determination of whether funds were expended in accordance with the district's local control and accountability plan (LCAP). Pursuant to Education Code 52061, the annual update to the LCAP must list expenditures for specific actions to be taken to achieve the goals in the LCAP, including expenditures for services to English learners, foster youth, and students eligible for free and reduced-price meals. See BP/AR 0460 - Local Control and Accountability Plan for requirements pertaining to the LCAP.

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, state and federal grant funds, and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3230 - Federal Grant Funds)*  
*(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 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.~~



**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

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 Education Code 41344 and 41344.1, the district may appeal to the Education Audit Appeals Panel (EAAP) when an audit finding requires the district to repay an apportionment or pay a penalty. If the EAAP finds that there has been substantial compliance with the law, it 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)

**Report on Expenditures of State Facilities Funds**

Note: Pursuant to Education Code 41024, as added by AB 99 (Ch. 15, Statutes of 2017) and amended by AB 1808 (Ch. 32, Statutes of 2018), districts that receive state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30) must annually report a detailed list of all expenditures of state funds, including interest, and of the district's matching funds for completed projects. Education Code 41024 requires that an audit of completed facilities projects be submitted within one year of project completion.

Education Code 41024 requires CDE to provide the Office of Public School Construction with a copy of the audit identifying any adjustments to be made in grant funding as a result of the audit findings. The district may appeal any finding in accordance with the timelines and process specified in Education Code 41344.

When the district participates in the school facilities program pursuant to Education Code 17070.10-17079.30, the Superintendent or designee shall annually report a detailed list of all expenditures of state facilities funds, including interest, and of the district's matching funds for completed projects until all such funds are expended. The report shall identify expenditures on a project-by-project basis, reflect completed projects that were reimbursed within that fiscal year, and clearly indicate the list of projects that have been completed. (Education Code 41024; 2 CCR 1859.104)

**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

**Audits of facilities projects shall be concluded within one year of project completion, and shall be included as part of the district's audit for the fiscal year in which the project is reported as completed. A project shall be deemed completed when any of the following conditions is met: (Education Code 41024; 2 CCR 1859.104)**

- 1. When the notice of completion for the project has been filed, all outstanding invoices, claims, and change orders have been satisfied, and the facility is currently in use by the district**
- 2. Three years from the date of the final fund release for an elementary school project**
- 3. Four years from the date of the final fund release for a middle or high school project**

**Fund Balance**

Note: The following **optional** section reflects 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. 3470 - Debt Issuance and Management)*  
*(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

Note: The following section reflects GASB Statement 75, which ~~replaces Statement 45 for fiscal years beginning after June 15, 2017 or sooner at the district's discretion.~~ GASB 75 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 75, districts that do not provide OPEB through a trust are required to report the total unfunded liability (i.e., OPEBs that are not prefunded), as calculated in the most recent actuary report, in the district's financial statements. ~~Previously, districts were allowed to amortize the unfunded liability over a period of up to 30 years and report the annual amount in 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 pursuant to 5 CCR 15453 and 15464. These reports are included in the state's standardized account code structure software used to develop budget and interim reports.

CSBA's OPEB Solutions Program provides access to qualified actuaries and consultants and a GASB 45-75-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 75, the district's financial statements shall report the 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 75, the district must arrange for an actuary to update the valuation of its OPEB obligations every two years. ~~The exception allowing OPEB plans with fewer than 200 members to perform the actuarial valuation every three years has been eliminated effective June 15, 2017.~~ However, GASB 75 includes an option for the use of a specified alternative method in lieu of an actuarial valuation for purposes of determining the total OPEB liability for benefits provided through an OPEB plan with fewer than 100 members. Such districts may modify the following paragraph to reflect district practice.

The district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

## **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)

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# **Center Unified SD**

## **Administrative Regulation**

### **Financial Reports And Accountability**

AR 3460

#### **Business and Noninstructional Operations**

##### **Interim Reports**

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. (Education Code 42130, 42131)

The interim reports 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 local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

(cf. 3100 - Budget)

(cf. 3220.1 - Lottery Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

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. 3110 - Transfer of Funds)

##### **Audit Report**

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.



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, state and federal grant funds, and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

(cf. 0460 - Local Control and Accountability Plan)  
(cf. 3230 - Federal Grant Funds)  
(cf. 3430 - Investing)  
(cf. 3451 - Petty Cash Funds)  
(cf. 3452 - Student Activity Funds)  
(cf. 3551 - Food Service Operations/Cafeteria Fund)

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)

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**

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 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)

#### Other Postemployment Benefits Report

In accordance with GASB Statement 75, the district's financial statements shall report the 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 district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

#### **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: November 16, 2016      Antelope, California



# CSBA Sample

## Board Policy

Students

BP 5144.1(a)

### SUSPENSION AND EXPULSION/DUE PROCESS

Note: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. Education Code 48918 **mandates** the setting of rules and regulations for student expulsion as specified in this Board policy and the accompanying administrative regulation.

While recognizing that suspension or expulsion of students is sometimes necessary, legislative, administrative, regulatory, civic, and educational leaders are united in the belief that instructional time should be used for student learning purposes and that school discipline should be imposed in a way that, as much as possible, does not exclude students from school or limit their ability or opportunity to learn. According to the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, studies suggest a correlation between exclusionary discipline policies and practices (such as suspension and expulsion) and an array of serious educational, economic, and social problems, including school avoidance and diminished educational engagement, decreased academic achievement, increased behavior problems, and increased likelihood of dropping out, substance abuse, and involvement with the juvenile justice system. Consequently, they recommend that districts adopt alternative disciplinary measures that provide students with appropriate interventions and supports as a means for preventing and addressing student misbehaviors.

Pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless the student has been subjected to other means of correction which have failed to bring about proper conduct. Such other means of correction include, but are not limited to, conferences between school personnel and the student and his/her parents/guardians; use of study, guidance, or other intervention teams to develop a plan to address the behavior in partnership with the student; and participation in a restorative justice program. For further information about specific disciplinary strategies, including alternatives to class or school removals, see BP/AR 5144 - Discipline. Education Code 48900.5 authorizes a district to document in a student's records the alternative means of correction used to address the student's behavior. Furthermore, when a student is being suspended by the Superintendent, principal, or designee, Education Code 48911, ~~as amended by AB 667 (Ch. 445, Statutes of 2017)~~, requires that the student be informed, during the informal conference that precedes the suspension, of the other means of correction that were attempted before the suspension.

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)



## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Note: Pursuant to Education Code 48900(s), a student may be subject to discipline only when the violation is related to a school activity or school attendance as specified below. A student may also be disciplined for a violation committed away from school if it is related to a school activity or to school attendance. For example, Education Code 48900 defines bullying by means of an electronic act as including an act that originates off campus; see the accompanying administrative regulation and BP/AR 5131.2 - Bullying. Another example is the hostile school environment which a victim may suffer from sexual harassment that occurs off campus; see BP/AR 5145.7 - Sexual Harassment.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

*(cf. 5112.5 - Open/Closed Campus)*

4. During, going to, or coming from a school-sponsored activity

Note: The following paragraph addresses the problem of unlawful discrimination in the administration of student discipline. In their joint January 2014 [Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline](#), DOJ and OCR noted that, based on the civil rights data collection conducted by OCR, students of certain racial or ethnic groups tended to be disciplined more, and sometimes more harshly, than their similarly situated peers in violation of federal nondiscrimination laws. The letter warned that any district determined to have engaged in unlawful discrimination could be subject to OCR investigation and significant remedial action.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

### **Appropriate Use of Suspension Authority**

Note: Education Code 48900.5 requires districts to use other means of correction instead of suspension or expulsion except when a student commits certain enumerated offenses. The following section reflects legislative intent regarding appropriate use of suspension as a means of disciplining students and may be modified to reflect district practice.

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

*(cf. 1020 - Youth Services)*

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

*(cf. 6142.4 - Service Learning/Community Service Classes)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6164.5 - Student Success Teams)*

Note: The following **optional** paragraph may be revised to reflect district practice.

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

Note: Education Code 48900(k) prohibits a district from suspending students in grades K-3 for disruption or willful defiance and authorizes, but does not require, a district to suspend students in grades 4-12 for disruption or willful defiance. Even with this authority, districts should be careful in using these grounds, as available data have indicated a disproportionate use with certain student subgroups. Option 1 below is for use by any district that chooses to suspend students in grades 4-12 for disruption and/or willful defiance as authorized pursuant to Education Code 48900(k). Any district that chooses to eliminate disruption and willful defiance as reasons for suspending any of its students from school should select Option 2 below. Such districts should also delete the first paragraph in the section titled "Additional Grounds for Suspension and Expulsion: Grades 4-12" in the accompanying administrative regulation.

Each option below reflects an exception granted to teachers pursuant to Education Code 48910 to suspend students, including a K-3 student, from class; see section "Suspension from Class by a Teacher" in the accompanying administrative regulation.

**OPTION 1:** No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

**OPTION 2:** ~~No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)~~

Note: The following **optional** paragraph reflects the Legislature's intent, expressed in Education Code 48900, concerning disciplinary actions against truant, tardy, or absent students. Since these are not enumerated offenses, a district does not have the authority to suspend or expel students for committing any of these acts.

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

### **On-Campus Suspension**

Note: As an alternative to off-campus suspension, Education Code 48911.1 authorizes a supervised suspension classroom program for students who pose no imminent danger to anyone at school and who have not been recommended for expulsion, as specified below. Education Code 48911.2 states that, if the number of students suspended during the prior year exceeds 30 percent of the school's enrollment, the district should consider implementing this program and/or another on-campus progressive discipline program.

The following **optional** section is for use by districts implementing a supervised suspension classroom program. Such districts may continue to claim funding apportionments for students so assigned, provided they meet specific criteria which are set forth under "Supervised Suspension Classroom" in the accompanying administrative regulation. A district does not receive funding for off-campus suspensions.

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

### **Authority to Expel**

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

Note: Pursuant to Education Code 48917, the Board may decide to suspend the enforcement of an order for expulsion as long as a student satisfies specific conditions. See the accompanying administrative regulation for criteria. In addition, the Attorney General opined in 80 Ops.Cal.Atty.Gen. 85 (1997) that the enforcement of an expulsion order may be suspended even in those cases where the student has committed an offense for which expulsion is required by law. Legal counsel should be consulted as appropriate.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Note: The following paragraph is for use by districts that contract with the California Department of Education (CDE) to operate a California State Preschool Program. Education Code 8239.1, as added by AB 752 (Ch. 708, Statutes of 2017), prohibits the expulsion or disenrollment of a child in a preschool program unless the district has taken specified steps and the child's continued enrollment would present a serious safety threat to the child or other enrolled children. For further details regarding the steps the district must take prior to expelling a child, see BP 5148.3 - Preschool/Early Childhood Education.

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

**No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.**

*(cf. 5148.3 - Preschool/Early Childhood Education)*

### **Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

*(cf. 5119 - Students Expelled from Other Districts)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

### **Maintenance and Monitoring of Outcome Data**

Note: Pursuant to Education Code 48900.8 and 48916.1, ~~require the district is required~~ to maintain data related to suspensions and expulsions **as provided below. Pursuant to Education Code 48916.1, the and to report such data to the Superintendent of Public Instruction may require submission of such data as part of the Federal Program Monitoring process. In addition, 20 USC 7961 requires districts to submit to the CDE a description of the circumstances surrounding any expulsions based on bringing or possessing a firearm on campus, including the name of the school, the number of students expelled, and the type of firearms involved.**

The Superintendent or designee shall ~~annually present to the Board a report of the maintain~~ outcome data **related to student suspensions and expulsions in accordance with which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.**

Note: Pursuant to Education Code 52060, districts are required to address school climate in the local control and accountability plan, as measured by student suspension and expulsion rates and other local measures for each school and each numerically significant student subgroup. As defined in Education Code 52052, numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students.



## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

*(cf. 0460 - Local Control and Accountability Plan)*

### *Legal Reference:*

#### EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

**8239.1 Prohibition against expulsion of preschool student**

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

**64000-64001 Consolidated application**

#### CIVIL CODE

47 Privileged communication

48.8 Defamation liability

#### CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

#### GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

#### HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

*Legal Reference continued: (see next page)*

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*Legal Reference: (continued)*

### LABOR CODE

230.7 ~~Discharge or discrimination against employee for taking~~ **Employee** time off to appear in school on behalf of a child

### PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

### WELFARE AND INSTITUTIONS CODE

729.6 Counseling

### UNITED STATES CODE, TITLE 18

921 Definitions, firearm

### UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

### UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

### COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

*Legal Reference: (see next page)*

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*Legal Reference: (continued)*

ATTORNEY GENERAL OPINIONS

84 Ops. Cal. Atty. Gen. 146 (2001)

80 Ops. Cal. Atty. Gen. 348 (1997)

80 Ops. Cal. Atty. Gen. 91 (1997)

80 Ops. Cal. Atty. Gen. 85 (1997)

*Management Resources:*

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

*Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014*

WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

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/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Healthy Students:

<https://www2.ed.gov/about/offices/list/oese/oshs>

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# **Center Unified SD**

## **Board Policy**

### **Suspension And Expulsion/Due Process**

**BP 5144.1**

#### **Students**

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

**Appropriate Use of Suspension Authority**



Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 1020 - Youth Services)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

#### On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

#### Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)



1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm

3. Brandishing a knife at another person

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4

6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

#### Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and



appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

#### Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

#### Legal Reference:

##### EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups



52060-52077 Local control and accountability plan

**CIVIL CODE**

47 Privileged communication

48.8 Defamation liability

**CODE OF CIVIL PROCEDURE**

1985-1997 Subpoenas; means of production

**GOVERNMENT CODE**

11455.20 Contempt

54950-54963 Ralph M. Brown Act

**HEALTH AND SAFETY CODE**

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

**LABOR CODE**

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

**PENAL CODE**

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

**WELFARE AND INSTITUTIONS CODE**

729.6 Counseling

**UNITED STATES CODE, TITLE 18**

921 Definitions, firearm

**UNITED STATES CODE, TITLE 20**

1415(K) Placement in alternative educational setting



7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

**COURT DECISIONS**

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County

Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

**ATTORNEY GENERAL OPINIONS**

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

**Management Resources:**

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS

**PUBLICATIONS**

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline,  
January 2014

**WEB SITES**

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

California Attorney General's Office: <http://www.oag.ca.gov>

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/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Healthy Students:

<https://www2.ed.gov/about/offices/list/oese/oshs>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: February 21, 2018 Antelope, California



# CSBA Sample

## Administrative Regulation

Students

AR 5144.1(a)

### SUSPENSION AND EXPULSION/DUE PROCESS

Note: CSBA recommends that this administrative regulation be approved by the Governing Board, regardless of district practice.

Education Code 35291 requires the Board to adopt rules and regulations, which are not inconsistent with law or rules adopted by the State Board of Education, for the government and discipline of the schools under its jurisdiction. In addition, Education Code 48918 and 48918.5 **mandate** that districts adopt rules concerning the due process rights of students in expulsion situations, and Education Code 48916 **mandates** procedures for filing and processing requests for readmission. Specific language complying with these mandates is included throughout this administrative regulation.

The acts for which students may be suspended or expelled are specified in law and in the sections below titled "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12." The Board does not have authority to add to those enumerated acts. However, the Board has authority to prohibit suspension or expulsion for certain acts for which suspension or expulsion is permissible rather than mandatory. The Board may consider limiting the use of suspension and expulsion for such offenses as part of the district plan to address school climate within the local control and accountability plan required pursuant to Education Code 52060. In addition, pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless other means of correction have failed to bring about proper conduct.

### Definitions

*Suspension* means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

*Expulsion* means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

### Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)



## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*(cf. 5144 - Discipline)*

*(cf. 5145.6 - Parental Notifications)*

### **Grounds for Suspension and Expulsion: Grades K-12**

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

Note: The Attorney General, in 80 Ops.Cal.Atty.Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. Note that "firearm" does not include "imitation firearm" which is listed separately in item #12 below. See BP 5131.7 - Weapons and Dangerous Instruments.

Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

*(cf. 5131 - Conduct)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

*(cf. 3513.4 - Drug and Alcohol Free Schools)*

*(cf. 5131.6 - Alcohol and Other Drugs)*

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

*(cf. 5131.62 - Tobacco)*

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

*Imitation firearm* means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

*Hazing* means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

Note: Education Code 48900(r) defines "bullying" as "any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of electronic act," which is directed toward a student and which would have serious detrimental consequences upon a reasonable student. Pursuant to Education Code 48900, a student may be disciplined for bullying by means of an electronic act even when the act originated off campus. See also BP 5131.2 - Bullying.

17. Engaged in an act of bullying (Education Code 48900(r))

*Bullying* means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Note: "Bullying" also would include any act of sexual harassment, hate violence, or harassment, threat, or intimidation committed by a student at any grade level, as set forth in Education Code 48900.2, 48900.3, or 48900.4, when the act results in harm to a reasonable student as specified in the above paragraph. However, when bullying is found under these circumstances, students below grade 4 may be disciplined for the "bullying" but not for the underlying act of sexual harassment, hate violence, or harassment, threat, or intimidation as specified below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12."

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Note: AB 2536 (Ch. 419, Statutes of 2016) amended Education Code 48900(r) to include an act of cyber sexual bullying, as defined, as an act of bullying for which a student may be suspended or expelled from school.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

*Electronic act* means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

*Reasonable student* means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

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

(cf. 6164.6 - Identification and Education under Section 504)

Note: Education Code 48900(t) allows for the suspension, but not expulsion, of a student who "aids or abets," as defined in Penal Code 31, the infliction or attempted infliction of physical injury to another person. The term "aiding or abetting," is a complex legal term and requires that, at the time he/she committed the crime, the aider or abettor was aware of the crime and specifically intended to commit the crime. Because of the complexities of criminal law, legal counsel should be consulted as appropriate.

Pursuant to Education Code 48900(t), any student who aids or abets a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury is subject to suspension or expulsion as provided in item #1 above.

- 18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))



## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

*A terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

### **Additional Grounds for Suspension and Expulsion: Grades 4-12**

Note: The following section applies only to students in grades 4-12 and may be revised to reflect grade levels offered by the district.

Pursuant to Education Code 48900(k), except as otherwise provided in Education Code 48910, students in grades K-3 must not be suspended for disruption of school activities or willful defiance of school authority, and students in grades K-12 must not be expelled on these grounds. Since districts are authorized but not required to suspend students in grades 4-12 based on these grounds, a district may choose, consistent with Option 2 in the accompanying Board policy, to prohibit the use of these reasons for suspending its students. **Any district that chooses to do so should delete the following paragraph.**

None of the prohibitions or restrictions in Education Code 48900(k) affect a teacher's authority to remove a student from class for one day pursuant to Education Code 48910.

Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

Note: As discussed in item #17 of "Grounds for Suspension and Expulsion: Grades K-12" above, although Education Code 48900(r) defines bullying to include acts involving items #1-3 below, Education Code 48900.2-48900.4 provide that only students in grades 4-12 may be suspended or expelled for the individual acts that constitute sexual harassment, hate violence, and harassment. The interplay between "bullying" and items #1-3 can raise complex legal issues. Districts should consult legal counsel as appropriate.

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

*Sexual harassment* means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

*(cf. 5145.7 - Sexual Harassment)*

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

*Hate violence* means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

*(cf. 5145.9 - Hate-Motivated Behavior)*

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

*(cf. 5145.3 - Nondiscrimination/Harassment)*

### **Suspension from Class by a Teacher**

Note: The following section is **optional** and may be revised to reflect district practice. While Education Code 48900(k) prohibits a district from suspending students in grades K-3 for disruption or willful defiance, it still allows for a teacher to suspend a K-3 student on these grounds.

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

### **Suspension by Superintendent, Principal or Principal's Designee**

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

Note: Education Code 48900.5 limits situations warranting suspension for a first offense to when the violation involves Education Code 48900(a)-(e) or the student's presence causes a danger to persons.
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The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Note: Pursuant to Education Code 48900 and 48915, except for certain egregious acts or offenses for which suspension is permissible or mandatory, as specified above pursuant to Education Code 48915(a) or (c), the Superintendent or principal is authorized to use his/her discretion to provide an alternative, age-appropriate disciplinary measure that is tailored to correct a student's specific misbehavior. In addition, the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, recommend that effective alternatives to suspension and expulsion be implemented for correcting student misbehavior. For a list of appropriate alternatives, see AR 5144 - Discipline.

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

*(cf. 5125 - Student Records)*

### **Length of Suspension**

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

*(cf. 6184 - Continuation Education)*

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

### **Due Process Procedures for Suspension**

Suspensions shall be imposed in accordance with the following procedures:

Note: Pursuant to Education Code 48911, before a student is suspended by the Superintendent, principal, or designee, an informal conference must be held with the student and, when practicable, the teacher, supervisor, or other school employee who referred the student to the principal. AB 667 (Ch. 445, Statutes of



**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

~~2017) amended Education Code 48911 to require that a student be informed during this informal conference of other means of correction that were attempted before the suspension.~~

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against him/her, and shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

Note: Item #2 below should be revised to reflect the district's processing and reporting procedures.

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

Note: The following **optional** paragraph may be revised to reflect district practice.

In addition, the notice may state the date and time when the student may return to school.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
  - a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
  - b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Note: When the student being considered for expulsion is a foster youth, Education Code 48911 and 48918.1 require the district to invite the student's attorney and an appropriate county child welfare agency representative to the meeting specified above. **See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students."** To ensure such invitation, the following paragraph provides that the district liaison for foster youth be notified. However, any district that has designated another position to carry out this responsibility may modify the paragraph to specify that position. For designation of the liaison for foster youth, see AR 6173.1 - Education for Foster Youth.

- c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

## SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Note: Pursuant to Education Code 48918.1, the district's liaison for homeless students must be notified when the student being considered for expulsion is a homeless student. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students."

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

*(cf. 6173 - Education for Homeless Children)*

Note: The following **optional** paragraph may be revised to reflect district practice. Since Education Code 48900 and 48900.5 require a district, under certain circumstances, to use alternative disciplinary measures prior to imposing suspension, including supervised suspension, the district may, as necessary, provide services that would address the student's specific misbehavior along with the suspension program. For example, the district may require the student to enroll in a program that teaches prosocial behavior or anger management even while the student is suspended.

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

### Suspension by the Board

Note: The following **optional** section reflects the Board's authority to suspend students from school pursuant to Education Code 48912. In practice, it is impractical for boards to directly exercise this authority since circumstances warranting suspension usually require quick and sometimes immediate action which may not be possible for a board due to legal requirements for taking board actions, such as having a meeting.

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information **that would violate** ~~violating~~ a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

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

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

### **On-Campus Suspension**

Note: The following **optional** section is for use by any district establishing an on-campus suspension program pursuant to Education Code 48911.1. However, pursuant to Education Code 48900.5, such a district is required to use other means of correcting a student's behavior before imposing a supervised suspension, unless such a supervised suspension is otherwise permitted by law for a student's first offense. Use of a supervised suspension classroom program does not in any way limit the district's ability to transfer a student to an opportunity school or class or a continuation education school or class in accordance with law.

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

### **Superintendent or Principal's Authority to Recommend Expulsion**

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)



## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

### **Student's Right to Expulsion Hearing**

Note: Education Code 48918 **mandates** that the Board establish rules and regulations governing procedures for the expulsion of students. The timelines of Education Code 48918 must be strictly followed; failure to do so may result in loss of the district's power to act (Garcia v. Los Angeles Board of Education). In calculating timelines, the district should also be aware of the difference between the calculation of "school days" and "calendar days" under Education Code 48918.

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

### **Stipulated Expulsion**

Note: The following section is **optional** and may be revised to reflect district practice. "Stipulated expulsion" is for districts that have adopted an expedited procedure which allows a student to waive his/her right to a pre-expulsion hearing in exchange for an agreement as to the terms of the expulsion. Such waivers are not specifically addressed in law and districts should ensure that the due process rights of students are included in the stipulated agreement and are clearly explained to them before the agreement is signed. Districts should consult legal counsel as appropriate.

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

### **Rights of Complaining Witness**

Note: Education Code 48918.5 **mandates** the following rights related to the treatment of witnesses alleging acts of sexual assault or sexual battery. Other procedures related to complaining witnesses also may be added as desired by the district. Additional mandated procedures related to the rights and treatment of complaining witnesses are included where appropriate throughout this regulation.

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

### **Written Notice of the Expulsion Hearing**

Note: Education Code 48918 mandates the Board to adopt procedures that include the following items.
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Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

*(cf. 5119 - Students Expelled from Other Districts)*

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*Legal counsel* means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

*Nonattorney adviser* means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

### **Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students**

Note: Prior to conducting an expulsion hearing to determine whether a foster youth should be expelled, Education Code 48918.1 requires the district to notify the student's attorney and a representative of an appropriate county child welfare agency, provided that the violation does not require a mandatory recommendation for expulsion. Pursuant to Education Code 48918.1, such additional notice must be given to the district liaison for homeless students when the student involved is a homeless child or youth and the violation does not require a mandatory recommendation for expulsion. While such a notice is not required if the offense requires a mandatory recommendation for expulsion, it is nonetheless recommended and the following section reflects this recommendation.

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

### **Conduct of Expulsion Hearing**

Note: Education Code 48918 **mandates** that the Board adopt procedures that include the following items.

Instead of the Board conducting an expulsion hearing, it may appoint a hearing officer or an impartial administrative panel to conduct the hearing; see section "Alternative Expulsion Hearing: Hearing Officer or Administrative Panel" below. Even if the district conducts all expulsion hearings in this manner, the requirements of Education Code 48918 pertaining to the conduct of the hearing must be met.



**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Note: For the purpose of Board deliberations during the closed session described below, the presence of any person other than the Board members, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel.

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

Note: Education Code 48918 authorizes the Board to issue subpoenas for the personal appearance of percipient witnesses at an expulsion hearing. In *Woodbury v. Dempsey*, the court held that a district's authority to determine whether to issue subpoenas is discretionary, but a district could not have a blanket policy denying the issuance of subpoenas in all cases.

In accordance with Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

Note: Findings of fact made by the Board or a hearing panel must not be based on hearsay alone. "Hearsay" is evidence of an oral or written statement made by a person who is not present at the hearing which is offered to establish a fact as being true. Some exceptions to the hearsay rule exist under the Evidence Code and Education Code; the district should consult legal counsel as appropriate.

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

Note: Education Code 48918.6 provides that testimony by a student witness at an expulsion hearing is privileged and thus protected from liability for defamation pursuant to Civil Code 47(b).

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

**5. Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
  - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
  - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

- (3) The person conducting the hearing may:
  - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
  - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
  - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
- 6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

**Alternative Expulsion Hearing: Hearing Officer or Administrative Panel**

Note: For districts that use a hearing officer or administrative panel, Education Code 48918 **mandates** that the Board adopt procedures that include the following section.

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

Note: Pursuant to Education Code 48918, if the hearing officer or administrative panel does not recommend expulsion, a student must be permitted to return to the classroom instructional program from which the expulsion referral was made, unless the student's parent/guardian requests a different placement. Education Code 48918 also states that a student who is found to have committed any of the violations listed in "Authority to Expel" in the accompanying Board policy but for whom expulsion is not recommended may be referred to his/her prior school. However, the hearing officer or administrative panel, like the Board, must recommend expulsion or a suspended expulsion under Education Code 48915, if it finds that a student committed any such violation that mandates expulsion. District should consult legal counsel to resolve this apparent discrepancy.



**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

**Final Action by the Board**

Note: Education Code 48918 **mandates** that the Board adopt procedures that include the following paragraph.

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

*(cf. 9321.1 - Closed Session Actions and Reports)*

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Note: ~~The Gun-Free Schools Act, 20 USC 7861, requires that information in the following paragraph be sent to the California Department of Education (CDE) for assurances of compliance with federal and state law. For other language that must be submitted to the CDE, see section below entitled "Notifications to Law Enforcement Authorities."~~ 20 USC 7961 requires the district, in the consolidated application for federal funding, to provide an assurance that it will comply with the state requirement to expel, for a period not less than one year, any student who brings a firearm to school or possesses a firearm at school.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any **"mandatory recommendation and mandatory expulsion"** act listed under ~~"Mandatory Recommendation and Mandatory Expulsion"~~ **above in the section "Authority to Expel" in the accompanying Board policy**, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

Note: The following paragraph is **optional**. Education Code 48916.5 authorizes, but does not mandate, the Board to make the following requirement of certain expelled students.

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

**Written Notice to Expel**

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12"

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)

2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

### **Decision to Suspend Expulsion Order**

Note: Pursuant to Education Code 48917, the Board's criteria for suspending the enforcement of expulsions must be applied uniformly to all students. Items #1-3 below are **optional** and should be revised to reflect district criteria.

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

**Appeal**

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)



## SUSPENSION AND EXPULSION/DUE PROCESS (continued)

### Notification to Law Enforcement Authorities

Note: ~~The Gun-Free Schools Act (20 USC 7151) requires that information in the following two paragraphs be sent to the CDE for assurances of compliance with federal and state law.~~

~~In addition,~~ Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student ~~or nonstudent~~ possesses a firearm or explosive or sells or furnishes a firearm at school. However, when the student involved in such a case is a student with a disability, Education Code 49076 requires any law enforcement authority to which student information is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right; see AR 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities).

**When submitting the consolidated application for federal funding, the district must provide assurance that it has adopted a policy requiring referral to the criminal justice system or juvenile delinquency system of any student who brings a firearm or weapon to a school. The following section fulfills this requirement.**

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee ~~also~~ shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, **or of any student acts involving** ~~. In addition, law enforcement authorities shall be notified regarding any acts by students regarding~~ the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate ~~city or county~~ **or district** law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

### Placement During Expulsion

Note: Education Code 48915 requires the Board to refer all expelled students to a program of study that is prepared to accommodate students with discipline problems and that is not located at the school the student currently attends or at any regular elementary, middle, junior, or senior high school. However, students expelled for the acts described in Education Code 48900(f) through (m) or Education Code 48900.2, 48900.3, or 48900.4 may be referred to a program of study that is at another elementary, middle, junior, or senior high school if the County Superintendent of Schools certifies that an alternative program is not available at a site away from such a school.

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, middle, junior, or senior high school, expelled students may be referred to the community day school at that site. Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering independent study as a voluntary alternative placement option for expelled students.

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

*(cf. 6158 - Independent Study)*

*(cf. 6185 - Community Day School)*

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

### **Readmission After Expulsion**

Note: Education Code 48916 mandates that the Board adopt rules and regulations establishing a procedure for filing and processing requests for readmission and a process for Board review of all expelled students for readmission. Items #1-2 below should be revised to reflect district practice.

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

**Maintenance of Records**

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

<p>Note: Education Code 48915.1 requires that, when an expelled student asks to enroll in another district, the receiving district must hold a hearing to determine whether the student poses a danger to its students or staff. The receiving district then may either deny or permit the enrollment. Upon request from another district, the expelling district must provide information about the expulsion within five days.</p>
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**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

*(cf. 5119 - Students Expelled from Other Districts)*

(12/14 12/17) 10/18



# **Center Unified SD**

## **Administrative Regulation**

### **Suspension And Expulsion/Due Process**

**AR 5144.1**  
**Students**

#### **Definitions**

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

#### **Notice of Regulations**

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

#### **Grounds for Suspension and Expulsion: Grades K-12**

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or



committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug



paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Knowingly received stolen school property or private property (Education Code 48900(l))

12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has



any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

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

(cf. 6164.6 - Identification and Education under Section 504)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)



## **Additional Grounds for Suspension and Expulsion: Grades 4-12**

Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

**Suspension from Class by a Teacher**



A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

#### **Suspension by Superintendent, Principal or Principal's Designee**

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a



danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

#### Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

#### Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against him/her, and shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives,



safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.



b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

#### **Suspension by the Board**

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion:

Grades 4-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall



be held in closed session. (Education Code 35146, 48912)

### On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

### Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion



5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

#### Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

#### Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.



The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

#### **Rights of Complaining Witness**

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

#### **Written Notice of the Expulsion Hearing**

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other



district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing

7. The opportunity to confront and question all witnesses who testify at the hearing

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

#### Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

#### Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)



Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))



Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
  - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
  - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
  - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
  - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
  - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
  - g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
- (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.



(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

#### **Alternative Expulsion Hearing: Hearing Officer or Administrative Panel**

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom



instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

#### Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission



2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

#### Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

#### Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the



student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)

4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

### Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of



appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

#### Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

#### Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or



merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

### **Readmission After Expulsion**

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

### **Maintenance of Records**

The district shall maintain a record of each suspension and expulsion, including its



specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)



# CSBA Sample

## Board Policy

Students

BP 5148.3(a)

### PRESCHOOL/EARLY CHILDHOOD EDUCATION

Note: The following **optional** policy may be used by districts that operate their own preschool/early childhood education programs and/or collaborate to provide preschool opportunities within the community; ~~see the appropriate sections below.~~ CSBA's publication Expanding Access to High-Quality Preschool Programs **What Boards of Education Can Do about Kindergarten Readiness** provides information about characteristics of effective preschool programs and actions that the district and Governing Board can take to encourage and/or provide high-quality preschool education, ~~including a worksheet to assist districts in the development of policy pertaining to preschool and early childhood education.~~ **Education Code 8492, as added by AB 1808 (Ch. 32, Statutes of 2018), establishes the Early Education Expansion Program to provide grants for the purpose of increasing access to inclusive early care and education programs for children with and without disabilities.**

The Governing Board recognizes ~~that the value of~~ high-quality preschool experiences ~~help children ages 3-4 years to develop to enhance children's social-emotional development,~~ knowledge, skills, abilities, and attributes necessary for a successful transition into the elementary education program. ~~Early education programs should provide~~ **The Board desires to provide children ages 3-4 years access to** developmentally appropriate activities in a safe, adequately supervised, and cognitively rich environment.

#### **Collaboration with Community Programs**

Note: The following **optional section paragraphs** may be used by all districts, regardless of whether they provide their own preschool programs, and may be revised to reflect district practice.

Education Code 8499-8499.7 establish county-level child care and development planning councils, with members selected by the County Board of Supervisors and County Superintendent of Schools, to identify local priorities for child care, including preschool programs, and to develop policies to meet identified needs; see BP 5148 - Child Care and Development. Such councils ~~also may~~ **also** develop centralized student eligibility lists; see section on "Eligibility and Enrollment" in the accompanying administrative regulation.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, ~~the county office of education,~~ and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

*(cf. 5148 - Child Care and Development)*

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

## **PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

### **District Preschool Programs**

Note: The following **optional** section is for use by districts that choose to provide preschool/early childhood education programs for children ages 3-4 years and should be revised to reflect district practice.

The district may contract with the California Department of Education (CDE) to offer a program through the California State Preschool Program (CSPP) pursuant to Education Code 8235-8239.1. The CSPP consolidates a number of state programs that serve children ages 3-4, including state preschool programs (Education Code 8235-8237), family literacy programs (Education Code 8238-8238.4), and general child care and development programs to the extent that they serve children ages 3-4 (Education Code 8240-8244). Children ages 3-4 years from low-income or otherwise disadvantaged families may be eligible for subsidized services. See the accompanying administrative regulation for major program requirements for CSPP.

Preschool programs ~~also~~ may **also** receive funding through the state migrant child care and development program (Education Code 8230-8233), ~~state child care and development services for children with special needs program for severely disabled children~~ (Education Code 8250-8252), federal Head Start program (42 USC 9831-9852), Title I preschool program (20 USC 6311-6322), or other funding sources available to the district.

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, **either directly or through a subcontract with a public or private provider.**

**Note: Beginning July 1, 2019 or upon the adoption of emergency regulations, whichever comes first, Health and Safety Code 1596.792, as amended by AB 99 (Ch. 15, Statutes of 2017) and AB 1808 (Ch. 32, Statutes of 2018), exempts CSPP programs from specified licensure and regulation requirements if they are operated in a school building by a school district under contract with CDE. However, such CSPP programs are required to comply with other specified health and safety requirements.**

**District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.**

Note: 5 CCR 18130 specifies the state regulations for child care and development programs that are applicable to CSPP programs, including the requirement in 5 CCR 18271 that the Board approve a written philosophical statement, goals, and objectives addressing each program component specified in 5 CCR 18272-18281. See the accompanying administrative regulation and AR 5148 - Child Care and Development for further information about these required program components.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)



## **PRESCHOOL/EARLY CHILDHOOD EDUCATION** (continued)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

*(cf. 6171 - Title I Programs)*

~~Note: Pursuant to Education Code 8236, districts have the authority to subcontract with an appropriate public or private agency to operate a district CSPP program.~~

~~On a case-by-case basis, the Board shall determine whether the district shall directly administer a preschool program or contract with a public or private provider to offer such a program.~~

~~Facilities for p~~Preschool classrooms **needs** shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

*(cf. 1330.1 - Joint Use Agreements)*

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7210 - Facilities Financing)*

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 6020 - Parent Involvement)*

Note: The following **optional** paragraph provides for coordination of the preschool program with the **transitional kindergarten (TK)** program and may be revised to reflect district practice. Pursuant to Education Code 48000, children whose fifth birthday is between September 2 and December 2 must be offered a **transitional kindergarten (TK)** program which operates as the first year of a two-year kindergarten program; see BP 6170.1 - Transitional Kindergarten. ~~The following optional paragraph provides for coordination of the preschool program with the TK program and may be revised to reflect district practice.~~

The Superintendent or designee shall coordinate ~~planning efforts for~~ the district's preschool program, transitional kindergarten program (**TK**), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

*(cf. 6011 - Academic Standards)*

*(cf. 6170.1 - Transitional Kindergarten)*

## **PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

Note: CDE has developed voluntary "preschool learning foundations" which describe the knowledge, skills, and competencies that children are expected to exhibit as they complete their first or second year of preschool. These standards address essential skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's web site.

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by the CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills ~~related to in~~ **the areas of** language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall provide appropriate services to support the needs of ~~English learners and children with disabilities~~ **at-risk children**.

*(cf. 0415 - Equity)*

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

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6173.2 - Education of Children of Military Families)*

*(cf. 6174 - Education for English Learners)*

*(cf. 6175 - Migrant Education Program)*

~~The district shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.~~

~~*(cf. 1240 - Volunteer Assistance)*~~

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

*(cf. 3550 - Food Services/Child Nutrition Program)*

*(cf. 5030 - Student Wellness)*

*(cf. 5141.31 - Immunizations)*

*(cf. 5141.32 - Health Screening for School Entry)*

*(cf. 5141.6 - School Health Services)*

The district shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

*(cf. 1240 - Volunteer Assistance)*

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

Note: The Commission on Teacher Credentialing issues permits for child development program directors, site supervisors, master teachers, teachers, associate teachers, and assistants pursuant to criteria established in Education Code 8360-8370 and 5 CCR 80105-80125. The district may request from CDE a waiver of the qualification requirements for a site supervisor upon demonstration of a compelling need, in accordance with Education Code 8208(aa) and 5 CCR 18295.

Health and Safety Code 1596.7995, ~~as added by SB 792 (Ch. 807, Statutes of 2015)~~, requires that employees and volunteers at a day care center be immunized against influenza, pertussis, and measles, with specified exemptions. In addition, Health and Safety Code 1597.055, ~~as amended by SB 792~~, requires that teachers in a day care center obtain a tuberculosis clearance. See the accompanying administrative regulation.

Education Code 8450 authorizes the district to create a reserve fund and use 10 percent of it for purposes of professional development for CSPP instructional staff. Professional development resources pertaining to preschool/early childhood education are available through CDE **and organizations such as the California Preschool Instructional Network, and others.** ~~See the management resources below.~~

~~Education Code 8450 authorizes the district to create a reserve fund and use 10 percent of it for purposes of professional development for CSPP instructional staff.~~

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

*(cf. 4112.2 - Certification)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*

*(cf. 4131 - Staff Development)*

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Note: Pursuant to 5 CCR 18130, CSPP programs are subject to the requirements of 5 CCR 18105. 5 CCR 18105 **mandates** that districts offering a CSPP program develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218, as provided in the following paragraph. See the accompanying administrative regulation for additional language that fulfills this mandate.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

Note: Education Code 8263 and 5 CCR 18106 establish eligibility criteria and priorities for subsidized preschool services, as provided below and in the accompanying administrative regulation

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

Eligibility is generally limited to children who reside within district boundaries. However, Education Code 8322 and 5 CCR 18107 authorize the Board to enter into an agreement with the boards of other districts to serve children who reside within those districts. The district may revise the following paragraph to reflect any such agreement approved by the Board.

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

Note: The following paragraph is **optional**. Pursuant to Education Code 8235, programs operated under the CSPP are part-day programs only. Education Code 8239 encourages 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 the accompanying administrative regulation for program requirements.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's part-day preschool program is offered.

Note: 5 CCR 18279-18281 require an annual evaluation using the **CDE's** standardized "Desired Results for Children and Families" system ~~developed by the CDE~~. The system requires a self-evaluation that includes, but is not limited to, an assessment of the program by staff and the Board, a parent survey, and an environment rating scale using forms selected by CDE. In addition, every three years, 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.

Education Code 8203.1, ~~as added by SB 858 (Ch. 32, Statutes of 2014)~~, establishes the early learning quality rating and improvement system (QRIS) block grant to support continuous local improvement efforts that increase the number of low-income children in high-quality preschool programs. Grant funds may be awarded to eligible local consortia, which then allocate funds to districts and other agencies contracting to provide CSPP programs. Pursuant to Education Code 8203.1, QRIS is based on a tiered rating structure with progressively higher quality standards for each tier. It is designed to (1) provide supports and incentives for programs, teachers, and administrators to reach higher levels of quality; (2) monitor and evaluate program impacts on child outcomes; and (3) disseminate information to parents/guardians and the public about program quality. For further information about the QRIS block grant, see CDE's web site and its publication *Dream Big for Our Youngest Children*.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

Note: The following paragraph may be revised to reflect programs offered by the district. Education Code 8235.5, as added by AB 1808 (Ch. 32, Statutes of 2018), requires CSPP programs that are exempt from licensing pursuant to Health and Safety Code 1596.792 to utilize district complaint procedures, with modifications as necessary, to resolve any deficiencies related to the CSPP health and safety requirements of Health and Safety Code 1596.7925. The bill summary clarifies that the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687 are the applicable procedures. See BP/AR 1312.4 - Williams Uniform Complaint Procedures.



**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

**The district's Williams uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8235.5; 5 CCR 4610, 4611)**

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

*(cf. 0500 - Accountability)*

*Legal Reference:*

EDUCATION CODE

8200-8499.10 *Child Care and Development Services Act, especially:*

8200-8209 *General provisions for child care and development services*

8230-8233 *Migrant child care and development program*

8235-8239.1 *California State Preschool Program*

8240-8244 *General child care and development programs*

8250-8252 *Programs for children with special needs*

8263 *Eligibility and priorities for subsidized child development services*

8263.3 *Disenrollment of families due to reduced funding levels*

8264.8 *Center-based child care programs, staffing ratios*

8273.1 *Family fees*

~~8300-8303 Early Learning Quality Improvement System Advisory Committee~~

8360-8370 *Personnel qualifications*

8400-8409 *Contracts, administrative appeal procedure*

8493-8498 *Facilities, capital outlay*

8499.3-8499.7 *Local child care and development planning councils*

44065 *Interchange between certificated and classified positions*

44256 *Credential types*

48000 *Transitional kindergarten*

48985 *Notification, primary language other than English*

HEALTH AND SAFETY CODE

1596.70-1596.895 *California Child Day Care Act*

1596.90-1597.21 *Day care centers*

120325-120380 *Immunization requirements*

*Legal Reference continued: (see next page)*

## **PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

### *Legal Reference: (continued)*

#### CODE OF REGULATIONS, TITLE 5

**4680-4687 Williams uniform complaint procedures**

18000-18434 Child care and development programs, especially:

18130-18136 California State Preschool Program

18295 Waiver of qualifications for site supervisor

80105-80125 Permits authorizing service in child development programs

#### CODE OF FEDERAL REGULATIONS, TITLE 22

101151-101239.2 General requirements, licensed child care centers, especially:

101151-101163 Licensing and application procedures

101212-101231 Continuing requirements

101237-101239.2 Facilities and equipment

#### UNITED STATES CODE, TITLE 20

**1400-1482 Individuals with Disabilities Education Act**

6311-6322 Title I, relative to preschool

6371-6376 Early Reading First

6381-6381k Even Start family literacy programs

6391-6399 Education of migratory children

#### UNITED STATES CODE, TITLE 42

9831-9852c Head Start programs

**9858-9858q-9857-9858r Child Care and Development Block Grant**

#### CODE OF FEDERAL REGULATIONS, TITLE 22

~~101151-101239.2 General requirements, licensed child care centers, including:~~

~~101151-101163 Licensing and application procedures~~

~~101212-101231 Continuing requirements~~

~~101237-101239.2 Facilities and equipment~~

#### CODE OF FEDERAL REGULATIONS, TITLE 45

~~1301-1310 1301.1-1305.2 Head Start~~

### *Management Resources:*

#### CSBA PUBLICATIONS

**What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016**

**Expanding Access to High-Quality Preschool Programs, 2008**

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

**California Preschool Learning Foundations**

**14-02 Enrolling and Reporting Children in California State Preschool Programs, April 2014**

**Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010**

**Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009**

**Prekindergarten Learning Development Guidelines, 2000**

**First Class: A Guide for Early Primary Education, 1999**

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

**Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016**

**Good Start, Grow Smart, April 2002**

*Management Resources continued: (see next page)*

## **PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

### *Management Resources: (continued)*

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

*California Association for the Education of Young Children: <http://www.caeyc.org>*

*~~California Children and Families Commission: <http://www.ccfcc.ca.gov>~~*

*California County Superintendents Educational Services Association: <http://www.ccsesa.org>*

*California Department of Education: <http://www.cde.ca.gov>*

*California Head Start Association: <http://caheadstart.org>*

*California Preschool Instructional Network: <http://www.cpin.us>*

*Child Development Policy Institute: <http://www.cdpi.net>*

*Cities, Counties, and Schools Partnership: <http://www.ccspartnership.org>*

*First 5 Association of California: ~~<http://www.f5ac.org>~~ <http://www.ccfc.ca.gov>*

*National Institute for Early Education Research: <http://nieer.org>*

*~~National School Boards Association: <http://www.nsba.org>~~*

*~~Preschool California: <http://www.preschoolcalifornia.org>~~*

*U.S. Department of Education: <http://www.ed.gov>*

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# **Center Unified SD**

## **Board Policy**

### **Preschool/Early Childhood Education**

**BP 5148.3**

#### **Students**

The Governing Board recognizes that high-quality preschool experiences help children ages 3-4 years to develop knowledge, skills, abilities, and attributes necessary for a successful transition into the elementary education program. Early education programs should provide developmentally appropriate activities in a safe, adequately supervised, and cognitively rich environment.

#### **Collaboration with Community Programs**

The Superintendent or designee shall collaborate with the local child care and development planning council, other public agencies, organizations, the county office of education, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 5148 - Child Care and Development)

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

#### **District Preschool Programs**

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools.

The Board shall approve for the district's preschool program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing



district schools.

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

On a case-by-case basis, the Board shall determine whether the district shall directly administer a preschool program or contract with a public or private provider to offer such a program.

Facilities for preschool classrooms shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

(cf. 1330.1 - Joint Use Agreements)

(cf. 7110 - Facilities Master Plan)

(cf. 7210 - Facilities Financing)

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall coordinate planning efforts for the district's preschool program, transitional kindergarten program, and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

(cf. 6011 - Academic Standards)

(cf. 6170.1 - Transitional Kindergarten)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by the CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall provide appropriate services to support the needs of English learners and children with disabilities.

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

(cf. 6174 - Education for English Language Learners)



The district shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

(cf. 1240 - Volunteer Assistance)

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

(cf. 3550 - Food Services/Child Nutrition Program)

(cf. 5030 - Student Wellness)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

(cf. 4112.2 - Certification)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4131 - Staff Development)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's part-day preschool program is offered.



The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The Superintendent or designee shall regularly report to the Board regarding enrollments in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

(cf. 0500 - Accountability)

**Legal Reference:**

**EDUCATION CODE**

8200-8499.10 Child Care and Development Services Act, especially:  
8200-8209 General provisions for child care and development services  
8230-8233 Migrant child care and development program  
8235-8239 California State Preschool Program  
8240-8244 General child care and development programs  
8250-8252 Programs for children with special needs  
8263 Eligibility and priorities for subsidized child development services  
8263.3 Disenrollment of families due to reduced funding levels  
8300-8303 Early Learning Quality Improvement System Advisory Committee  
8360-8370 Personnel qualifications  
8400-8409 Contracts  
8493-8498 Facilities  
8499.3-8499.7 Local child care and development planning councils  
48000 Transitional kindergarten

**HEALTH AND SAFETY CODE**

1596.70-1596.895 California Child Day Care Act  
1596.90-1597.21 Day care centers  
120325-120380 Immunization requirements

**CODE OF REGULATIONS, TITLE 5**

18000-18434 Child care and development programs, especially:  
18130-18136 California State Preschool Program  
18295 Waiver of qualifications for site supervisor  
80105-80125 Permits authorizing service in child development programs

**UNITED STATES CODE, TITLE 20**

6311-6322 Title I, relative to preschool  
6319 Qualifications for teachers and paraprofessionals  
6371-6376 Early Reading First  
6381-6381k Even Start family literacy programs  
6391-6399 Education of migratory children

**UNITED STATES CODE, TITLE 42**

9831-9852 Head Start programs  
9858-9858q Child Care and Development Block Grant



**CODE OF FEDERAL REGULATIONS, TITLE 22**

101151-101239.2 General requirements, licensed child care centers, including:

101151-101163 Licensing and application procedures

101212-101231 Continuing requirements

101237-101239.2 Facilities and equipment

**OF FEDERAL REGULATIONS, TITLE 45**

1301-1310 Head Start

**Management Resources:**

**CSBA PUBLICATIONS**

Expanding Access to High-Quality Preschool Programs, 2008

California Preschool Learning Foundations

14-02 Enrolling and Reporting Children in California State Preschool Programs, April 2014

12-08 Disenrollment Due to 2012-13 Budget Reduction for California State Preschool Programs, Management Bulletin, July 2012

Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010

Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009

Prekindergarten Learning Development Guidelines, 2000

First Class: A Guide for Early Primary Education, 1999

**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

Good Start, Grow Smart, April 2002

**WEB SITES**

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

California Association for the Education of Young Children: <http://www.caeyc.org>

California Children and Families Commission: <http://www.ccfc.ca.gov>

California County Superintendents Educational Services Association:  
<http://www.ccsesa.org>

California Department of Education: <http://www.cde.ca.gov>

California Head Start Association: <http://caheadstart.org>

California Preschool Instructional Network: <http://www.cpin.us>

Child Development Policy Institute: <http://www.cdpi.net>

Cities, Counties, and Schools Partnership: <http://www.ccspartnership.org>

First 5 Association of California: <http://www.f5ac.org>

National Institute for Early Education Research: <http://nieer.org>

National School Boards Association: <http://www.nsba.org>

Preschool California: <http://www.preschoolcalifornia.org>

U.S. Department of Education: <http://www.ed.gov>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: October 21, 2015 Antelope, California



# CSBA Sample

## Administrative Regulation

Students

AR 5148.3(a)

### PRESCHOOL/EARLY CHILDHOOD EDUCATION

Note: The following administrative regulation reflects the major requirements of the California State Preschool Program (CSPP) pursuant to Education Code 8235-8239.1. The CSPP consolidates state preschool programs (Education Code 8235-8237), family literacy programs (Education Code 8238-8238.4), and general child care and development programs to the extent that they serve children 3-4 years of age (Education Code 8240-8244).

The following administrative regulation does not reflect all requirements for other state and federally funded preschool program(s). The district may revise this administrative regulation to reflect other preschool program(s) it offers, such as the state migrant child care and development program (Education Code 8230-8233), **state child care and development services for children with special needs** program ~~for severely disabled children~~ (Education Code 8250-8252), federal Head Start program (42 USC 9831-9852), Title I preschool program (20 USC 6311-6322), or preschool program developed and funded by the district.

In addition to the program requirements described below, preschool programs may be subject to other policies contained throughout the district's policy manual (e.g., BP/AR 1240 - Volunteer Assistance, AR 3514.2 - Integrated Pest Management, BP/AR 3550 - Food Service/Child Nutrition Program, and BP/AR 5148 - Child Care and Development, ~~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 preschool program.

When approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP), the district may operate one or more part-day preschool programs in accordance with law and the terms of its contract with ~~the~~ CDE.

*(cf. 5148 - Child Care and Development)*

Note: 5 CCR 18130 specifies the state regulations for child care and development programs that are applicable to CSPP programs. These requirements include, but are not limited to, the program components listed in 5 CCR 18272-18281. See AR 5148 - Child Care and Development for details regarding these required program components.

The district's preschool program shall include all required program components, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development, for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation. (5 CCR 18271-28281)

#### Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8235; 5 CCR 18136)



**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)****Staffing**

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. If the district cannot recruit a sufficient number of parents/guardians or volunteers to meet the required adult-child ratio, teacher aides shall be hired as necessary. (5 CCR 18135, 18290)

(cf. 1240 - Volunteer Assistance)

(cf. 6020 - Parent Involvement)

Note: Health and Safety Code 1596.7995, ~~as added by SB 792 (Ch. 807, Statutes of 2015)~~, requires employees and volunteers at a day care center to be immunized against influenza, pertussis, and measles, with specified exemptions. Health and Safety Code 1597.055, ~~as amended by SB 792, incorporates the immunization requirements into the qualifications of day care teachers and~~ adds a requirement for such teachers to obtain a tuberculosis clearance. Pursuant to Health and Safety Code 1596.76, a day care center includes a preschool. See AR 5148 - Child Care and Development for further information regarding immunization requirements for staff and volunteers. Districts that ~~do not offer child care and development programs and/or~~ have not adopted AR 5148 - Child Care and Development may revise the following paragraph accordingly and expand it to include the exemptions specified in Health and Safety Code ~~1596.7996~~ **1596.7995**.

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

**Wraparound Child Care Services**

Note: The following section is **optional**. Because preschool programs operated under the CSPP are part-day programs only, Education Code 8329 encourages districts to contract with the **California Department of Education (CDE)** to offer "wraparound child care services" which combine preschool and general child care services to provide a full day of services for eligible families. Such programs must be consistent with requirements for general child care and development programs offered pursuant to Education Code 8240-8244; see BP/AR 5148 - Child Care and Development.

In accordance with its contract with ~~the~~ CDE, the district may offer full-day services to meet the needs of eligible families through a combination of part-day preschool and wraparound child care services that are offered for the remaining portion of the day or year following

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

completion of the preschool services. Child care and development services offered through this program shall meet the requirements of general child care and development programs pursuant to Education Code 8240-8244. (Education Code 8239)

Wraparound services shall operate a minimum of 246 days per year unless otherwise specified in the contract. Within this period of time, the part-day preschool program shall operate 175-180 days. After the completion of the preschool program, a part-time general child care and development program may operate a full day for the remainder of the year. (Education Code 8239)

**Family Literacy Services**

Note: The following section is **optional**. Contingent upon funding in the state Budget Act, Education Code 8238 and 8238.4 provide for the Superintendent of Public Instruction (~~SPI~~) to distribute family literacy supplemental grant funds to qualifying CSPP contractors for the purposes described below.

When any district preschool program receives funding for family literacy services pursuant to Education Code 8238.4, the Superintendent or designee shall coordinate the provision of: (Education Code 8238)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development
2. Parenting education for parents/guardians of **children in participating ~~children~~ classrooms** to support their child's development of literacy skills, including, but not limited to, parent education in:
  - a. Providing support for the educational growth and success of their children
  - b. Improving parent-school communications and parental understanding of school structures and expectations
  - c. Becoming active partners with teachers in the education of their children
  - d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral
3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve ~~parents/guardians'~~ academic skills of **parents/guardians**

## **PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

*(cf. 6200 - Adult Education)*

4. Staff development for teachers in participating classrooms that includes, but is not limited to:
  - a. Development of a pedagogical knowledge, including, but not limited to, improved instructional **and behavioral** strategies
  - b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms
  - c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities
  - d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

*(cf. 4131 - Staff Development)*

### **Eligibility and Enrollment**

Note: The following section reflects eligibility criteria and enrollment priorities for the CSPP pursuant to state law and regulations. 5 CCR 18105 **mandates** that a district operating a CSPP program develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218, including, **but not limited to**, criteria designating those children whose needs can be met by the program and services and the ages of children who will be accepted. **AB 2626 (Ch. 945, Statutes of 2018) amended Education Code 8208 to change the birthdate by which children are eligible for CSPP, as provided below.**

Children eligible for the district's **CSPP preschool** program include those who will have their third or fourth birthday on or before ~~September~~ **December 1** of the fiscal year that they are being served. **Children who have their third birthday on or after December 2 may be enrolled on or after their third birthday.** (Education Code 8208, 8235, 8236)

~~Note: The following paragraph reflects guidance in CDE's Management Bulletin 14-02. See BP 6170.1—Transitional Kindergarten for eligibility requirements pertaining to the transitional kindergarten program pursuant to Education Code 48000.~~

~~When a child is eligible for both the preschool program and the district's transitional kindergarten program, the family may choose the most appropriate program for the child. In accordance with the enrollment priorities described below, the child may be enrolled in both programs provided that the child is not enrolled in both programs for the same time period on the same day.~~

*(cf. 5111—Admission)*

*(cf. 6170.1—Transitional Kindergarten)*



**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

Note: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on CDE's web site. Upon receiving an application, a person designated by the district must certify the family's or child's eligibility.

Eligibility for ~~subsidized preschool~~ **the CSPP program** shall be as follows:

1. Children shall be eligible for subsidized preschool services if their family is a current aid recipient, income eligible, or homeless and/or the children are recipients of protective services or have been identified as being, or at risk of being, abused, neglected, or exploited. (Education Code 8235, 8263, 8263.1; ~~5 CCR 18131, 18134~~)
2. Children shall be eligible for subsidized wraparound preschool and child care services if their family meets at least one of the criteria specified in item #1 above and needs child care services due to either of the following circumstances: (Education Code 8239, 8263)

Note: AB 982 (Ch. 567, Statutes of 2015) amended Education Code 8263 to expand the list of entities that can identify a child in need of subsidized services to include a local educational agency liaison for homeless children and youth, a Head Start program, or a transitional shelter and to expand the list of children to be identified to include a homeless child.

- a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless.

(cf. 6173 - Education for Homeless Children)

Note: Education Code 8263, as amended by AB 273 (Ch. 689, Statutes of 2017), provides that eligibility for child care and development programs may be established by parent/guardian engagement in an educational program for English learners or for attainment of a high school diploma or general educational development certificate.

- b. The parents/guardians are engaged in vocational training leading directly to a recognized trade, paraprofession, or profession; **are engaged in an educational program for English language learners or for the attainment of a high school diploma or general educational development certificate;** are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated.

Note: The following paragraph may be revised to reflect district practice. 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.

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 181.06)

First priority for enrollment in a preschool program shall be given to neglected or abused children ~~3 or 4 years of age~~ **ages 3-4** who are recipients of child protective services or who, based upon written referral from a legal, medical, or social service agency, are at risk of being neglected, abused, or exploited. 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 8236; 5 CCR 18131)

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

Note: Pursuant to Education Code 8236, second priority for enrollment must be granted to children 4 years of age who are not enrolled in a **transitional kindergarten (TK)** program, as provided in the following paragraph.

~~In any CSPP program operating with funding that was initially allocated in a prior fiscal year, at least one-half of the children enrolled at a preschool site must be children who are 4 years of age unless an exception is granted by the SPI. Education Code 8236, as amended by AB 2626 (Ch. 945, Statutes of 2018), eliminates the requirement, for CSPP programs operating with funding that was initially allocated in a prior fiscal year, that at least one-half of the children enrolled at a preschool must be children who are age 4 years.~~

After all children with first priority are enrolled, the district shall give second priority to eligible children 4 years of age who are not enrolled in a transitional kindergarten (TK) program prior to enrolling eligible children 3 years of age. (Education Code 8236)

Note: Education Code 8235, as amended by AB 99 (Ch. 15, Statutes of 2017), allows CSPP programs to provide services to children with disabilities whose family income is above the income eligibility threshold. Such children do not count towards the 10 percent limitation for otherwise ineligible children as described below.

**After all otherwise eligible children have been enrolled, the program may provide services to children with disabilities who are ages 3-4 and whose family income is above the income eligibility threshold. (Education Code 8235)**

**In addition, a**After enrolling all eligible children ~~who meet the criteria for subsidized services~~, up to 10 percent of the program's enrollment, calculated throughout the entire contract, may be filled with children who exceed the age limitations and children whose family income ~~exceeds is no more than 15 percent above~~ the income eligibility threshold **by no more than 15 percent.** (Education Code 8235; 5 CCR 18133)

## **PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

The district may certify eligibility and enrollment up to 120 calendar days prior to the first day of the beginning of the preschool year. After establishing eligibility at the time of initial enrollment, a child shall remain eligible for the remainder of the program year. (Education Code 8237; 5 CCR 18082)

Note: Pursuant to 5 CCR 18130, CSPP programs are subject to 5 CCR 18094 and 18118, which require the district to provide written notification to parents/guardians as to whether their application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on the CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 18120-18122; see section "Parent Hearing" below.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)

*(cf. 5145.6 - Parental Notifications)*

Note: 5 CCR 18095 and 18119 require the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on the CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122; see section "Parent Hearing" below.

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that he/she no longer wants the service
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file ~~containing~~ **including, but not limited to**, a completed and



## **PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18130, 18133, 18081, 18084)

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

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

### **Combined Preschool/Transitional Kindergarten Classroom**

Note: AB 1808 (Ch. 32, Statutes of 2018) amended Education Code 8235 and 48000 to allow districts to place 4-year-old children enrolled in a CSPP program into a TK program and to commingle children from both programs in the same classroom as long as all of the requirements of each program are met and the district adheres to the requirements listed in the following section. See BP 6170.1 - Transitional Kindergarten for eligibility requirements pertaining to the TK program pursuant to Education Code 48000.

**When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8235, 48000)**

- 1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.**
- 2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.**
- 3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.**
- 4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.**
- 5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.**
- 6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.**

*(cf. 5111 - Admission)*

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)***(cf. 6170.1 - Transitional Kindergarten)***Fees and Charges**

Fees for participation in the district's preschool program shall be assessed and collected in accordance with the fee schedule established by the Superintendent of Public Instruction (**SPi**). (Education Code 8273, ~~8273.2~~; 5 CCR 18078)

*(cf. 3260 - Fees and Charges)*

However, no fee shall be charged to an income-eligible family whose child is enrolled in a part-day preschool program; ~~or a family that is receiving CalWORKs cash aid, or a family that is otherwise exempted pursuant to Education Code 8273.1.~~ (Education Code 8273.1; 5 CCR 18110)

**Note: Education Code 8273.1, as amended by AB 99 (Ch. 15, Statutes of 2017), extends the length of time, from three months to 12 months, for which a family who establishes preschool eligibility on the basis of abuse or neglect may be exempt from family fees.**

~~In addition, any family qualifying for subsidized preschool on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that services continue to be necessary, may be exempt from these fees for up to 12 months. Any family whose child is receiving subsidized preschool on the basis of being at risk of abuse, neglect, or exploitation may be exempt from these fees for up to three months, unless the family becomes eligible based on receipt of child protective services or certification of need by a county child welfare agency. The cumulative period of exemption for these purposes shall not exceed 12 months. A family may be exempt from the fees for up to 12 months if the child qualifies for preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8273.1)~~

**Note: Education Code 8273.3 authorizes a district offering a CSPP program to charge a fee for field trips and/or to require parents/guardians to provide diapers, but mandates that the district adopt policy to include parents/guardians in the decision-making about such fees, as provided below. Pursuant to Education Code 8273.3, the fees cannot exceed \$25 per child in the contract year. The following paragraph may be modified to delete diapers as appropriate for the age of the children served.**

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. ~~This process shall also be used to determine~~ **and/or** whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

## **PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

### **Disenrollment Based on Reduced Funding**

Note: Education Code 8263.3 specifies the order by which families will be disenrolled from child care and development services when funding levels are reduced. The following list applies that order of disenrollment to CSPP programs but takes into account the priority specified in Education Code 8236 to enroll children 4 years of age before enrolling children 3 years of age.

When necessary due to a reduction in state reimbursements, families shall be disenrolled in the following order: (Education Code 8236, 8263.3)

1. Children 3 years of age whose families have the highest income in relation to family size shall be disenrolled first, followed by children 4 years of age whose families have the highest income in relation to family size.

At each age level, if two or more families have the same income ranking, the child with disabilities shall be disenrolled last. If there are no families that have a child with disabilities, the child who has received services the longest shall be disenrolled first.

2. Families of children 3 or 4 years of age who are receiving child protective services or who have been documented to be at risk of being neglected, or abused, or exploited, regardless of income, shall be disenrolled last.

### **Expulsion/Unenrollment Based on Behavior**

Note: Education Code 8239.1, as added by AB 752 (Ch. 708, Statutes of 2017), prohibits the expulsion or unenrollment of a child from a CSPP program because of the child's behavior unless the district has followed the steps specified below.

**A district preschool program shall not expel or unenroll a child based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8239.1)**

1. **Inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program**
2. **If the child has an individualized family service plan (IFSP) or individualized education program (IEP), with written parent/guardian consent, contact the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child**

*(cf. 6159 - Individualized Education Program)*



**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

3. If the child does not have an IFSP or IEP, consider if it is appropriate to complete a universal screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, implementing behavior supports within the program, and considering an IEP for the child

If the district has taken the actions specified in items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. Within 180 days of the start of the process, the district may unenroll the child. (Education Code 8239.1)

**Note:** A joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services, Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, clarifies that preschool children with disabilities who are eligible for services under the Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482) are entitled to the same disciplinary protections that apply to all other IDEA-eligible students with disabilities, may not be subjected to impermissible disciplinary changes of placement for misconduct that is caused by or related to their disability, and must continue to receive educational services consistent with their right to a free appropriate public education. The statement indicates the need for the child's individualized education program (IEP) team to consider the use of positive behavioral interventions and supports when developing or modifying the IEP to reduce the need for discipline of a child with disabilities and avoid suspension or expulsion from a preschool program.

**Children with disabilities may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.**

### **Parent Hearing**

**Note:** Pursuant to 5 CCR 18130, districts are subject to the requirements of 5 CCR 18120-18122 to provide due process to parents/guardians who disagree with certain district actions, such as when services are denied, there is a change in services or fees, or their child is disenrolled.

If a parent/guardian disagrees with any district action to deny his/her child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, he/she may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, he/she may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)

(7/15 10/16) 10/18



# **Center Unified SD**

## **Administrative Regulation**

### **Preschool/Early Childhood Education**

**AR 5148.3**  
**Students**

When approved by the California Department of Education (CDE) under the California State Preschool Program, the district may operate one or more part-day preschool programs in accordance with law and the terms of its contract with the CDE.

(cf. 5148 - Child Care and Development)

The district's preschool program shall include all required program components, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development, for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation. (5 CCR 18271-28281)

#### **Minimum Hours/Days of Operation**

The district's part-day preschool program shall operate a minimum of three hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8235; 5 CCR 18136)

#### **Staffing**

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. If the district cannot recruit a sufficient number of parents/guardians or volunteers to meet the required adult-child ratio, teacher aides shall be hired as necessary. (5 CCR 18135, 18290)

(cf. 1240 - Volunteer Assistance)  
(cf. 6020 - Parent Involvement)

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)



(cf. 4112.4 - Health Examinations)  
(cf. 4112.6 - Personnel Files)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

#### **Wraparound Child Care Services**

In accordance with its contract with the CDE, the district may offer full-day services to meet the needs of eligible families through a combination of part-day preschool and wraparound child care services that are offered for the remaining portion of the day or year following completion of the preschool services. Child care and development services offered through this program shall meet the requirements of general child care and development programs pursuant to Education Code 8240-8244. (Education Code 8239)

Wraparound services shall operate a minimum of 246 days per year unless otherwise specified in the contract. Within this period of time, the part-day preschool program shall operate 175-180 days. After the completion of the preschool program, a part-time general child care and development program may operate a full day for the remainder of the year. (Education Code 8239)

#### **Family Literacy Services**

When any district preschool program receives funding for family literacy services pursuant to Education Code 8238.4, the Superintendent or designee shall coordinate the provision of: (Education Code 8238)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development
2. Parenting education for parents/guardians of participating children to support their child's development of literacy skills, including, but not limited to, parent education in:
  - a. Providing support for the educational growth and success of their children
  - b. Improving parent-school communications and parental understanding of school structures and expectations
  - c. Becoming active partners with teachers in the education of their children
  - d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral



3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve parents/guardians' academic skills

(cf. 6200 - Adult Education)

4. Staff development for teachers in participating classrooms that includes, but is not limited to:

a. Development of a pedagogical knowledge, including, but not limited to, improved instructional strategies

b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms

c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities

d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

(cf. 4131 - Staff Development)

#### Eligibility and Enrollment

Children eligible for the district's preschool program include those who will have their third or fourth birthday on or before September 1 of the fiscal year that they are being served. (Education Code 8208, 8235, 8236)

When a child is eligible for both the preschool program and the district's transitional kindergarten program, the family may choose the most appropriate program for the child. In accordance with the enrollment priorities described below, the child may be enrolled in both programs provided that the child is not enrolled in both programs for the same time period on the same day.

(cf. 5111 - Admission)

(cf. 6170.1 - Transitional Kindergarten)

Eligibility for subsidized preschool shall be as follows:

1. Children shall be eligible for subsidized preschool services if their family is a current aid recipient, income eligible, or homeless and/or the children are recipients of protective services or have been identified as being or at risk of being abused, neglected, or exploited. (Education Code 8235, 8263, 8263.1; 5 CCR 18131, 18134)

2. Children shall be eligible for subsidized wraparound preschool and child care services if their family meets at least one of the criteria specified in item #1 above and



needs child care services due to either of the following circumstances: (Education Code 8239, 8263)

a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless.

(cf. 6173 - Education for Homeless Children)

b. The parents/guardians are engaged in vocational training leading directly to a recognized trade, paraprofession, or profession; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment in a preschool program shall be given to neglected or abused children 3 or 4 years of age who are recipients of child protective services or who, based upon written referral from a legal, medical, or social service agency, are at risk of being neglected, abused, or exploited. 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 8236; 5 CCR 18131)

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

After all children with first priority are enrolled, the district shall give second priority to eligible children 4 years of age who are not enrolled in a transitional kindergarten program prior to enrolling eligible children 3 years of age. (Education Code 8236)

After enrolling all eligible children who meet the criteria for subsidized services, up to 10 percent of the program's enrollment, calculated throughout the entire contract, may be filled with children who exceed the age limitations and children whose family income is no more than 15 percent above the income eligibility threshold. (Education Code 8235; 5 CCR 18133)

The district may certify eligibility and enrollment up to 120 calendar days prior to the first day of the beginning of the preschool year. After establishing eligibility at the time of initial enrollment, a child shall remain eligible for the remainder of the program year. (Education Code 8237; 5 CCR 18082)

The district's decision to approve or deny a child's enrollment shall be communicated to



the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)

(cf. 5145.6 - Parental Notifications)

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that he/she no longer wants the service
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file containing a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18130, 18133, 18081, 18084)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

### Fees and Charges

Fees for participation in the district's preschool program shall be assessed and collected in accordance with the fee schedule established by the Superintendent of Public Instruction. (Education Code 8273, 8273.2; 5 CCR 18078)

(cf. 3260 - Fees and Charges)

However, no fee shall be charged to an income-eligible family whose child is enrolled in



a part-day preschool program, a family that is receiving CalWORKs cash aid, or a family that is otherwise exempted pursuant to Education Code 8273.1. (Education Code 8273.1; 5 CCR 18110)

In addition, any family qualifying for subsidized preschool on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that services continue to be necessary, may be exempt from these fees for up to 12 months. Any family whose child is receiving subsidized preschool on the basis of being at risk of abuse, neglect, or exploitation may be exempt from these fees for up to three months, unless the family becomes eligible based on receipt of child protective services or certification of need by a county child welfare agency. The cumulative period of exemption for these purposes shall not exceed 12 months. (Education Code 8273.1)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

#### Disenrollment

When necessary due to a reduction in state reimbursements, families shall be disenrolled in the following order: (Education Code 8236, 8263.3)

1. Children 3 years of age whose families have the highest income in relation to family size shall be disenrolled first, followed by children 4 years of age whose families have the highest income in relation to family size.

At each age level, if two or more families have the same income ranking, the child with disabilities shall be disenrolled last. If there are no families that have a child with disabilities, the child who has received services the longest shall be disenrolled first.

2. Families of children 3 or 4 years of age who are receiving child protective services or who have been documented to be at risk of being neglected, abused, or exploited, regardless of income, shall be disenrolled last.

#### Parent Hearing

If a parent/guardian disagrees with any district action to deny his/her child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, he/she may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the



Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, he/she may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)



# CSBA Sample

## Board Policy

Instruction

BP 6142.3(a)

### CIVIC EDUCATION

Note: The following **optional** policy may be revised to reflect district practice.

**Education Code 51470-51474, as added by AB 24 (Ch. 604, Statutes of 2017), establish the State Seal of Civic Engagement, a voluntary program to recognize high school graduates who have demonstrated excellence in civic education and participation, as well as an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. The Superintendent of Public Instruction will provide an insignia that can be affixed to the diploma or transcript of eligible students. Criteria for the award will be approved by the State Board of Education by January 31, 2021.**

The Governing Board recognizes that ~~citizen~~ involvement in civic and political institutions is essential to a democratic government and desires to provide a comprehensive civic education program to help students acquire the knowledge, skills, and principles essential for informed, **engaged, and** responsible citizenship.

Note: State standards and guidelines for **instruction in** civics and government are included in the standards and curriculum framework for history-social science. **The history-social science curriculum framework contains suggestions for lessons and activities that include simulations of government, student-led debates, research projects, voter education, and service learning.** In addition, the Center for Civic Education has developed voluntary National Standards for Civics and Government describing what students should know and be able to do in the field of civics and government ~~by the end of grades 4, 8, and 12 in grades K-4, 5-8, and 9-12.~~

The Board shall approve, upon the recommendation of the Superintendent or designee, academic standards and curriculum in civics and government that are aligned with state academic standards and curriculum frameworks.

*(cf. 6000 - Concepts and Roles)*

*(cf. 6011 - Academic Standards)*

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6142.94 - History-Social Science Instruction)*

*(cf. 9000 - Role of the Board)*

The Superintendent or designee shall determine specific courses within the K-12 curriculum in which civic education and government may be explicitly and systematically taught. He/she ~~also~~ shall **also** encourage the integration of civic education into other subjects as appropriate.

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

**CIVIC EDUCATION (continued)**

The district's civic education program shall provide students with an understanding of the rights and responsibilities of citizens in American democracy and the workings of federal, state, and local governments. As appropriate, instruction should include an examination of fundamental American documents, including, but not limited to, the Declaration of Independence, the United States Constitution, the Federalist Papers, and other significant writings and speeches. Instruction ~~also~~ **also** promote a student's understanding of shared democratic principles and values, such as personal responsibility, justice, equality, respect for others, civic-mindedness, and patriotism, and enable students to make their own commitment to these civic values.

~~To develop a sense of political effectiveness, instruction should develop students' understanding of the importance of civic participation in a democratic society. Service learning, extracurricular and cocurricular activities, class and school elections, simulations of government, student-led debates, voter education, and observation of local government processes may be used to reinforce classroom instruction by linking civic knowledge to practical experience and encouraging civic involvement.~~

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*  
*(cf. 6142.4 - Service Learning/Community Service Classes)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 9150 - Student Board Members)*

~~Instruction also should promote a student's understanding of shared democratic principles and values, such as personal responsibility, justice, equality, respect for others, civic-mindedness, and patriotism, and enable students to make their own commitment to these civic values.~~

**Whenever civic education includes topics that may be controversial due to political beliefs or other influences, instruction shall be presented in a balanced manner that does not promote any particular viewpoint. Students shall not be discriminated against for expressing their ideas and opinions and shall be encouraged to respect different points of view.**

*(cf. 5145.2 - Freedom of Speech/Expression)*  
*(cf. 6144 - Controversial Issues)*

**Constitution/Citizenship Day**

Each year on or near September 17, in commemoration of Constitution and Citizenship Day, the district shall hold an educational program for students in grades K-12 pertaining to the United States Constitution which shall include exercises and instruction in the purpose, meaning, and importance of the Constitution, including the Bill of Rights. (Education Code 37221; P.L. 108-447, See. 111 **36 USC 106 Note**)

*(cf. 6115 - Ceremonies and Observances)*

## **CIVIC EDUCATION (continued)**

### **Student Voter Registration**

**Note:** The following section is for use by districts that maintain high schools. Elections Code 2146 requires the California Secretary of State to annually provide high schools with voter registration forms in numbers specifically requested by the school.

To encourage students to participate in the elections process when they are of voting age, the Superintendent or designee shall provide high school students with voter registration information, including information regarding the state's online voter registration system.

The Superintendent or designee shall identify an employee at each high school whom the California Secretary of State may contact to facilitate the distribution of voter registration forms to eligible students. The Superintendent or designee shall provide the business address, phone number, and email address of each contact person to the Secretary of State. (Elections Code 2148)

**Note:** The following optional paragraph reflects examples of methods of distributing voter registration forms as specified in Elections Code 2146 and may be revised to reflect district practice.

The designated employee shall determine the most effective means of distributing voter registration forms provided by the Secretary of State, which may include, but are not limited to, distributing the forms at the start of the school year with orientation materials, placing voter registration forms at central locations, including voter registration forms with graduation materials, and/or providing links and the web site address of the Secretary of State's online voter registration system on the district's web site and in email notices sent to students.

The principal or designee may appoint one or more students enrolled at each high school to serve as voter outreach coordinators at that school. The voter outreach coordinator(s) may coordinate voter registration activities at the school to encourage eligible persons to register to vote. With the approval of the principal or designee, the voter outreach coordinator(s) may also coordinate election-related activities on campus, including voter registration drives, mock elections, debates, and other election-related student outreach activities. (Education Code 49041)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 5145.13 - Response to Immigration Enforcement)*

**Note:** Education Code 49040 designates the last two full weeks in April and the last two full weeks in September as "high school voter education weeks" during which elections officials may, at their discretion, visit high school campuses to register students and school personnel to vote. This does not preclude registration events on a high school campus as otherwise permitted by the Elections Code.



## **CIVIC EDUCATION (continued)**

**During the last two full weeks in April and September, in areas on each high school campus that are reasonably accessible to all students as designated by the principal or designee, the county elections official shall be allowed to register students and school personnel to vote. (Education Code 49040)**

### *Legal Reference:*

#### EDUCATION CODE

**54 Student service on boards and commissions**

233.5 Teaching of principles

33540 Standards for government and civics instruction

37221 Commemorative exercises including anniversary of U.S. Constitution

48205 Absence from school for jury duty or precinct board service

**49040-49041 Student voter registration**

51210 Courses of study, grades 1-6

51220 Courses of study, grades 7-12

**51470-51474 State Seal of Civic Engagement**

#### ELECTIONS CODE

**2146 Student voter registration**

**2148 Student voter registration, contact person**

12302 Precinct boards, appointment of students

#### UNITED STATES CODE, TITLE 20

6711-6716 Education for Democracy Act

#### UNITED STATES CODE, TITLE 36

101-144 Patriotic observances

### *Management Resources:*

#### CSBA PUBLICATIONS

School Board Leadership: The Role and Function of California's School Boards, 1996

#### FEDERAL REGISTER

77 Fed. Reg. 29727 Constitution Day and Citizenship Day

#### AMERICAN BAR ASSOCIATION PUBLICATIONS

Essentials of Law-Related Education, rev. 2003

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

History-Social Science Content Standards

History-Social Science Framework for California Public Schools

#### CENTER FOR CIVIC EDUCATION PUBLICATIONS

Education for Democracy: California Civic Education Scope & Sequence, 2003

National Standards for Civics and Government, 1994

#### NATIONAL ASSESSMENT OF EDUCATIONAL PROGRESS (NAEP) PUBLICATIONS

1998 Civics Report Card for the Nation, November 18, 1999

#### Civics Assessment

#### WEB SITES

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

American Bar Association, Law-Related Education Projects : <http://www.abanet.org/publiced/lre>

[https://www.americanbar.org/groups/public\\_education.html](https://www.americanbar.org/groups/public_education.html)

## **CIVIC EDUCATION (continued)**

### *Management Resources: (continued)*

#### **WEB SITES** (continued)

*American Political Science Association: <http://www.apsanet.org>*

*Bill of Rights Institute: <http://www.billofrightsinstitute.org>*

*California Association of Student Leaders: <http://www.casl1.org>*

*California Council for the Social Studies: <http://www.ccss.org>*

***California Secretary of State Online Voter Registration: <https://registertovote.ca.gov>***

*Center for California Studies: <http://www.csus.edu/calst>*

*Center for Civic Education: <http://www.civiced.org>*

*Center for Information and Research on Civic Learning and Engagement: <http://www.civicyouth.org>*

*~~Center for Youth Citizenship: <http://www.youthcitizenship.org>~~*

*Constitutional Rights Foundation: <http://www.crf-usa.org>*

*National Assessment of Educational Progress (NAEP), Civics Assessment:  
<https://nces.ed.gov/nationsreportcard/civics>*

*National Council for the Social Studies: <http://www.ncss.org>*

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# **Center Unified SD**

## **Board Policy**

### **Civic Education**

**BP 6142.3**

#### **Instruction**

The Governing Board recognizes that citizen involvement in civic and political institutions is essential to a democratic government and desires to provide a comprehensive civic education program to help students acquire the knowledge, skills, and principles essential for informed, responsible citizenship.

The Board shall approve, upon the recommendation of the Superintendent or designee, academic standards and curriculum in civics and government that are aligned with state academic standards and curriculum frameworks.

(cf. 6000 - Concepts and Roles)

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 9000 - Role of the Board)

The Superintendent or designee shall determine specific courses within the K-12 curriculum in which civic education and government may be explicitly and systematically taught. He/she also shall encourage the integration of civic education into other subjects as appropriate.

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

The district's civic education program shall provide students with an understanding of the rights and responsibilities of citizens in American democracy and the workings of federal, state, and local governments. As appropriate, instruction should include an examination of fundamental American documents, including, but not limited to, the Declaration of Independence, the United States Constitution, the Federalist Papers, and other significant writings and speeches.

To develop a sense of political effectiveness, instruction should develop students' understanding of the importance of civic participation in a democratic society. Service learning, extracurricular and cocurricular activities, class and school elections, and observation of local government processes may be used to reinforce classroom instruction by linking civic knowledge to practical experience and encouraging civic involvement.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)



(cf. 6142.4 - Learning Through Community Service)  
(cf. 6145 - Extracurricular and Cocurricular Activities)

Instruction also should promote a student's understanding of shared democratic principles and values, such as personal responsibility, justice, equality, respect for others, civic-mindedness, and patriotism, and enable students to make their own commitment to these civic values.

#### **Constitution/Citizenship Day**

Each year on or near September 17, in commemoration of Constitution and Citizenship Day, the district shall hold an educational program for students in grades K-12 pertaining to the United States Constitution which shall include exercises and instruction in the purpose, meaning, and importance of the Constitution, including the Bill of Rights.  
(Education Code 37221; P.L. 108-447, Sec. 111)

(cf. 6115 - Ceremonies and Observances)

#### **Legal Reference:**

##### **EDUCATION CODE**

233.5 Teaching of principles

33540 Standards for government and civics instruction

37221 Commemorative exercises including anniversary of U.S. Constitution

48205 Absence from school for jury duty or precinct board service

51210 Courses of study, grades 1-6

51220 Courses of study, grades 7-12

##### **ELECTIONS CODE**

12302 Precinct boards, appointment of students

##### **UNITED STATES CODE, TITLE 20**

6711-6716 Education for Democracy Act

##### **UNITED STATES CODE, TITLE 36**

101-144 Patriotic observances

#### **Management Resources:**

##### **CSBA PUBLICATIONS**

School Board Leadership: The Role and Function of California's School Boards, 1996

##### **FEDERAL REGISTER**

77 Fed. Reg. 29727 Constitution Day and Citizenship Day

##### **AMERICAN BAR ASSOCIATION PUBLICATIONS**

Essentials of Law-Related Education, rev. 2003

##### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

History-Social Science Content Standards

##### **CENTER FOR CIVIC EDUCATION PUBLICATIONS**

Education for Democracy: California Civic Education Scope & Sequence, 2003



National Standards for Civics and Government, 1994  
NATIONAL ASSESSMENT OF EDUCATIONAL PROGRESS (NAEP)  
PUBLICATIONS

1998 Civics Report Card for the Nation, November 18, 1999

WEB SITES

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

American Bar Association, Law-Related Education Projects:

<http://www.abanet.org/publiced/lre>

American Political Science Association: <http://www.apsanet.org>

Bill of Rights Institute: <http://www.billofrightsinstitute.org>

California Association of Student Leaders: <http://www.casl1.org>

California Council for the Social Studies: <http://www.ccss.org>

Center for California Studies: <http://www.csus.edu/calst>

Center for Civic Education: <http://www.civiced.org>

Center for Information and Research on Civic Learning and Engagement:

<http://www.civicyouth.org>

Center for Youth Citizenship: <http://www.youthcitizenship.org>

Constitutional Rights Foundation: <http://www.crf-usa.org>

National Assessment of Educational Progress (NAEP), Civics Assessment:

<http://nces.ed.gov/nationsreportcard/civics>

National Council for the Social Studies: <http://www.ncss.org>



# CSBA Sample

## Board Policy

### Instruction

BP 6145.2(a)

### ATHLETIC COMPETITION

Note: Pursuant to Education Code 35179, the Governing Board has control of and responsibility for all aspects of district interscholastic athletic policies, programs, and activities.

Pursuant to Education Code 51242, the Board may exempt any high school student engaged in a school-sponsored interscholastic athletic program after regular school hours from the requirement to attend physical education courses; see BP 6142.7 - Physical Education and Activity.

The Governing Board recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The district's athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

*(cf. 3541.1 - Transportation for School-Related Trips)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 5137 - Positive School Climate)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 7110 - Facilities Master Plan)*

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

*(cf. 1260 - Educational Foundation)*  
*(cf. 1321 - Solicitation of Funds from and by Students)*  
*(cf. 1325 - Advertising and Promotion)*  
*(cf. 1700 - Relations Between Private Industry and the Schools)*  
*(cf. 3290 - Gifts, Grants and Bequests)*

### Nondiscrimination and Equivalent Opportunities in the Athletic Program

Note: Pursuant to Education Code 35179, the Board is responsible for ensuring that district and interscholastic athletic policies, programs, and activities are in compliance with ~~federal and state~~ law. Gender equity and nondiscrimination in district and interscholastic athletic programs and activities are governed by both federal ~~law and state laws~~ (Title IX, 20 USC 1681-1688) and ~~state law~~ (Education Code 200-262.4; 5 CCR 4900-4965).



**ATHLETIC COMPETITION (continued)**

In Mansourian v. Regents of University of California, the Ninth Circuit Court of Appeals ruled that a university receiving federal funds can be held liable for failing to effectively accommodate the athletic interests of both men and women even if the aggrieved women did not first provide the appropriate university officials with notice of their disadvantageous treatment and an opportunity to cure it. See the accompanying administrative regulation for factors the district must consider in determining whether equivalent opportunities are being provided.

Education Code 221.2-221.3 (the California Racial Mascot Act) declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames in public schools to be contrary to an equal education and specifically prohibit public schools from using the term "Redskins" as a school or athletic team name, mascot, or nickname. The following paragraph includes an expansion of this prohibition to cover any racially derogatory or discriminatory athletic team name, mascot, or nickname and may be revised to reflect district practice. Also see BP 0410 - Nondiscrimination in District Programs and Activities.

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

Any complaint **regarding alleging discrimination in** the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

**California Interscholastic Federation**

Note: The following **optional** section is for use by districts that maintain grades 9-12. Pursuant to Education Code 35179, the district may join an association, such as the California Interscholastic Federation (CIF), for the purpose of providing regional or statewide interscholastic athletic programs and activities for district students. Pursuant to Education Code 33353, CIF is responsible for setting rules governing interscholastic athletic programs. Students who attend schools that participate in interscholastic sports are therefore subject to CIF regulations as well as applicable district rules.

Any district school that participates in the California Interscholastic Federation (CIF) shall conduct its athletic activities in accordance with CIF bylaws and rules and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

**ATHLETIC COMPETITION (continued)**

Note: Pursuant to CIF rules established in accordance with Education Code 33353, the Board is required to designate an individual from each school that participates in CIF sports to serve as a representative to the local CIF league. The name and contact information of these representatives must be annually reported to CIF. The following paragraph may be revised to reflect district practice.

The Board shall annually designate a representative to the local CIF league from each school that participates in CIF sports. The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and interpersonal communication and leadership skills.

The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues related to athletic programs.

*(cf. 0500 - Accountability)*

**Student Eligibility**

Note: The following section provides that student eligibility for participation in athletic programs shall be based on the same criteria adopted by the Board for all other extracurricular or cocurricular activities (see BP/AR 6145 - Extracurricular and Cocurricular Activities), and may be revised to reflect district practice.

Education Code 48850 specifies that a homeless student, or a foster youth whose residence changes pursuant to a court order or decision of a child welfare worker, shall be deemed to meet all residency requirements for participation in extracurricular activities and interscholastic sports; see AR 6173 - Education for Homeless Children and AR 6173.1 - Education for Foster Youth.

In addition, Education Code 49700-49701 establish a uniform means of assisting children of active duty military families transferred from one state to another, by reducing or eliminating the barriers to their educational success caused by the frequent moves and deployments of their parents/guardians; see BP/AR 6173.2 - Education of Children of Military Families. Among other things, Education Code 49701 requires flexibility of districts' local rules to facilitate eligibility for extracurricular activities of children of military personnel.

Eligibility requirements for student participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

*(cf. 3530 - Risk Management/Insurance)*  
*(cf. 5111.1 - District Residency)*  
*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6173.1 - Education for Foster Youth)*  
*(cf. 6173.2 - Education of Children of Military Families)*

**ATHLETIC COMPETITION (continued)**

Note: The following **optional** paragraph is for use by districts that participate in CIF. CIF bylaws specify eligibility criteria for participating student athletes, including criteria related to age, grade, attendance, scholastic achievement, residence, transfers, and discipline. In addition, in accordance with CIF bylaws, students in home schooling or home study/independent study programs are not eligible for CIF interscholastic competition unless they are enrolled in a program under the jurisdiction of a CIF member school district (i.e., a program in which the district approves the curriculum, administers the program, and evaluates the student).

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by CIF satisfy CIF eligibility requirements.

Note: Education Code 49010-49011 and the California Department of Education's (CDE) Fiscal Management Advisory 12-02, Pupil Fees, Deposits, and Other Charges, clarify that districts may not charge a fee for student participation in extracurricular activities, regardless of whether the activity is elective. Such prohibited fees include, but are not limited to, the cost of uniforms, locks, lockers, and equipment.

However, pursuant to Education Code 32220-32224, the district may charge a fee for required medical and accident insurance for athletic team members that is not paid for with school district or student body funds, as long as costs for insurance are covered for those determined to be financially unable to pay; see the accompanying administrative regulation and AR 5143 - Insurance. The district may also charge a fee for other students to attend athletic events as spectators since such attendance is not directly related to the educational program. Districts are advised to seek legal counsel before charging a fee for any activity which may be construed as related to the educational program.

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.

*(cf. 3260 - Fees and Charges)*

*(cf. 5143 - Insurance)*

**Sportsmanship**

Note: CIF has adopted a set of principles entitled Pursuing Victory with Honor to provide the tools for teaching character development to student athletes. Districts that are not affiliated with CIF may delete or modify the following **optional** section to reflect district practice.

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship, and the Code of Ethics adopted by CIF.

Students and staff shall be subject to disciplinary action for improper conduct.

*(cf. 3515.2 - Disruptions)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*



## **ATHLETIC COMPETITION (continued)**

*(cf. 5131 - Conduct)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5131.4 - Student Disturbances)*

*(cf. 5144 - Discipline)*

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

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))*

### **Health and Safety**

**Note: See the accompanying administrative regulation for additional requirements pertaining to the health and safety of student athletes, including students who experience concussions or other head injuries, heat illness, or sudden cardiac arrest.**

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Note: CIF requires students in grades 9-12 to undergo medical examinations before participating in interscholastic competition; see BP 5141.3 - Health Examinations. Pursuant to Education Code 49458, any examination required for participation in an interscholastic athletic program may be conducted by a physician or physician assistant.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

*(cf. 5131.61 - Drug Testing)*

*(cf. 5131.63 - Steroids)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.6 - School Health Services)*

*(cf. 5141.7 - Sun Safety)*

*(cf. 5143 - Insurance)*

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

*(cf. 5142 - Safety)*

**Note: Education Code 35179.4, as added by AB 2009 (Ch. 646, Statutes of 2018), requires any district that offers an interscholastic athletic program to develop a written emergency action plan, as provided below. A sample emergency action plan that may be used in the event of sudden cardiac arrest, catastrophic injury, or other medical emergency is available on CIF's web site.**

**ATHLETIC COMPETITION (continued)**

**The Superintendent or designee shall develop a written emergency action plan that describes the location of automated external defibrillator(s) and procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events. The plan shall be posted in accordance with guidelines of the National Federation of State High School Associations. (Education Code 35179.4)**

~~Note: Education Code 49475 requires that a student at any grade level who is suspected of sustaining a concussion be immediately removed from the athletic activity and not returned until a health care provider provides written clearance. Education Code 33479.5, as added by AB 1639 (Ch. 792, Statutes of 2016), and CIF bylaws require that a student athlete who passes out or faints, or is known to have passed out or fainted, while participating in or immediately following an athletic activity be removed from participation and not be allowed to return until he/she has been evaluated and given written clearance to return to participation by a health care provider. See the accompanying administrative regulation.~~

~~Education Code 33479.5 and 49475 specify that these requirements do not apply during an athletic activity occurring within the regular school day or in physical education class unless it constitutes a practice, interscholastic practice, or scrimmage. However, to promote student safety, it is recommended that district staff remove a student from an athletic activity at any time of day if he/she exhibits the symptoms of a concussion or sudden cardiac arrest.~~

In the event of ~~an a serious~~ injury or a perceived imminent risk to a student's health, ~~such as a concussion or passing out, fainting, or other sign of sudden cardiac arrest~~, during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from the activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*

*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

*(cf. 5141.22 - Infectious Diseases)*

Note: The following **optional** paragraph may be revised to reflect district practice.

Whenever ~~an a serious~~ injury or **illness** is suffered by a student **athlete**, the Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury or **illness** suffered by the student and any actions taken to treat the student.

*Legal Reference: (see next page)*

## ATHLETIC COMPETITION (continued)

### *Legal Reference:*

#### EDUCATION CODE

200-262.4 Prohibition of discrimination

17578 Cleaning and sterilizing of football equipment

17580-17581 Football equipment

32220-32224 Insurance for athletic teams, especially:

32221.5 Required insurance for athletic activities

33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program

33354 California Department of Education authority over interscholastic athletics

33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act

35160.5 District policies; rules and regulations

35179 Interscholastic athletics

35179.1 California High School Coaching Education and Training Program

**35179.4 Emergency action plan**

35179.5 Interscholastic athletics; limitation on full-contact practices

**35179.6 Automated external defibrillator, athletic activities**

48850 Interscholastic athletics; students in foster care and homeless students

48900 Grounds for suspension and expulsion

48930-48938 Student organizations

49010-49013 Student fees

49020-49023 Athletic programs; legislative intent, equal opportunity

49030-49034 Performance-enhancing substances

49458 Health examinations, interscholastic athletic program

49475 Health and safety, concussions and head injuries

49700-49701 Education of children of military families

51242 Exemption from physical education for high school students in interscholastic athletic program

#### HEALTH AND SAFETY CODE

1797.196 Automated external defibrillator

#### PENAL CODE

245.6 Hazing

#### CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs, especially:

4920-4922 Nondiscrimination in intramural, interscholastic, and club activities

5531 Supervision of extracurricular activities of students

5590-5596 Employment of noncertificated coaches

#### UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

#### CODE OF FEDERAL REGULATIONS, TITLE 34

106.31 Nondiscrimination on the basis of sex in education programs or activities

106.33 Comparable facilities

106.41 Nondiscrimination in athletic programs

#### COURT DECISIONS

Mansourian v. Regents of University of California, (2010) 602 F. 3d 957

McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275

Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990

Hartzell v. Connell, (1984) 35 Cal. 3d 899



## ATHLETIC COMPETITION (continued)

### *Management Resources:*

#### CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

#### CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

Athletic Department Emergency Action Plan: Response Teams

California Interscholastic Federation Constitution and Bylaws

A Guide to Equity in Athletics

Guidelines for Gender Identity Participation

Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

Event Emergency Guidelines, 2013

Pursuing Victory with Honor, 1999

#### CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Heads Up: Concussion in High School Sports, Tool Kit, June 2010

Heads Up: Concussion in Youth Sports, Tool Kit, July 2007

Acute Concussion Evaluation (ACE) Care Plan, 2006

#### NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS PUBLICATIONS

Emergency Action Planning Guide for After-School Practices and Events

#### U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Withdrawal of Dear Colleague Letter on Transgender Students, Dear Colleague Letter, February 22, 2017

Intercollegiate Athletics Policy Clarification: The Three-Part Test - Part Three, Dear Colleague Letter, April 20, 2010

#### WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

California Interscholastic Federation: <http://www.cifstate.org>

Centers for Disease Control and Prevention, Concussion Resources: <http://www.cdc.gov/concussion>

National Federation of State High School Associations: <http://www.nfhs.org>

National Operating Committee on Standards for Athletic Equipment: <http://www.nocsae.org>

U.S. Anti-Doping Agency: <http://www.usada.org>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

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# **Center Unified SD**

## **Board Policy**

### **Athletic Competition**

BP 6145.2

#### **Instruction**

The Governing Board recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The district's athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

(cf. 3541.1 - Transportation for School-Related Trips)  
(cf. 5030 - Student Wellness)  
(cf. 5137 - Positive School Climate)  
(cf. 6142.7 - Physical Education and Activity)  
(cf. 7110 - Facilities Master Plan)

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

(cf. 1260 - Educational Foundation)  
(cf. 1321 - Solicitation of Funds from and by Students)  
(cf. 1325 - Advertising and Promotion)  
(cf. 1700 - Relations Between Private Industry and the Schools)  
(cf. 3290 - Gifts, Grants and Bequests)

#### **Nondiscrimination and Equivalent Opportunities in the Athletic Program**

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.



(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.7 - Sexual Harassment)

Any complaint regarding the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

#### California Interscholastic Federation

Any district school that participates in the California Interscholastic Federation (CIF) shall conduct its athletic activities in accordance with CIF bylaws and rules and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

The Board shall annually designate a representative to the local CIF league from each school that participates in CIF sports. The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and interpersonal communication and leadership skills.

The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues related to athletic programs.

(cf. 0500 - Accountability)

#### Student Eligibility

Eligibility requirements for student participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

(cf. 3530 - Risk Management/Insurance)  
(cf. 5111.1 - District Residency)  
(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6146.1 - High School Graduation Requirements)  
(cf. 6173 - Education for Homeless Children)  
(cf. 6173.1 - Education for Foster Youth)



(cf. 6173.2 - Education of Children of Military Families)

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by CIF satisfy CIF eligibility requirements.

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.

(cf. 3260 - Fees and Charges)

(cf. 5143 - Insurance)

### Sportsmanship

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship, and the Code of Ethics adopted by CIF.

Students and staff shall be subject to disciplinary action for improper conduct.

(cf. 3515.2 - Disruptions)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.4 - Student Disturbances)

(cf. 5144 - Discipline)

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

(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

### Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

(cf. 5131.61 - Drug Testing)

(cf. 5131.63 - Steroids)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - School Health Services)



(cf. 5141.7 - Sun Safety)  
(cf. 5143 - Insurance)

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

(cf. 5142 - Safety)

In the event of an injury or a perceived imminent risk to a student's health, such as a concussion or passing out, fainting, or other sign of sudden cardiac arrest, during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from the activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)  
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)  
(cf. 5141 - Health Care and Emergencies)  
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)  
(cf. 5141.22 - Infectious Diseases)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination  
17578 Cleaning and sterilizing of football equipment  
17580-17581 Football equipment  
32220-32224 Insurance for athletic teams, especially:  
32221.5 Required insurance for athletic activities  
33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program  
33354 California Department of Education authority over interscholastic athletics  
33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act  
35160.5 District policies; rules and regulations  
35179 Interscholastic athletics  
35179.1 California High School Coaching Education and Training Program  
35179.5 Interscholastic athletics; limitation on full-contact practices  
48850 Interscholastic athletics; students in foster care and homeless students  
48900 Grounds for suspension and expulsion  
48930-48938 Student organizations  
49010-49013 Student fees  
49020-49023 Athletic programs; legislative intent, equal opportunity  
49030-49034 Performance-enhancing substances



49458 Health examinations, interscholastic athletic program  
49475 Health and safety, concussions and head injuries  
49700-49701 Education of children of military families  
51242 Exemption from physical education for high school students in interscholastic athletic program

#### **PENAL CODE**

245.6 Hazing

#### **CODE OF REGULATIONS, TITLE 5**

4900-4965 Nondiscrimination in elementary and secondary education programs, especially:

4920-4922 Nondiscrimination in intramural, interscholastic, and club activities

5531 Supervision of extracurricular activities of students

5590-5596 Employment of noncertificated coaches

#### **UNITED STATES CODE, TITLE 20**

1681-1688 Discrimination based on sex or blindness, Title IX

#### **CODE OF FEDERAL REGULATIONS, TITLE 34**

106.31 Nondiscrimination on the basis of sex in education programs or activities

106.33 Comparable facilities

106.41 Nondiscrimination in athletic programs

#### **COURT DECISIONS**

Mansourian v. Regents of University of California, (2010) 602 F. 3d 957

McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275

Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990

Hartzell v. Connell, (1984) 35 Cal. 3d 899

#### **Management Resources:**

##### **CSBA PUBLICATIONS**

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017

##### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

##### **CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS**

California Interscholastic Federation Constitution and Bylaws

A Guide to Equity in Athletics

Guidelines for Gender Identity Participation

Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

Pursuing Victory with Honor, 1999

##### **CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS**

Heads Up: Concussion in High School Sports, Tool Kit, June 2010

Heads Up: Concussion in Youth Sports, Tool Kit, July 2007

Acute Concussion Evaluation (ACE) Care Plan, 2006

##### **U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS**

##### **PUBLICATIONS**

Withdrawal of Dear Colleague Letter on Transgender Students, Dear Colleague Letter,



February 22, 2017

Intercollegiate Athletics Policy Clarification: The Three-Part Test - Part Three, Dear Colleague Letter, April 20, 2010

**WEB SITES**

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

California Department of Education: <http://www.cde.ca.gov>

California Interscholastic Federation: <http://www.cifstate.org>

Centers for Disease Control and Prevention, Concussion Resources:

<http://www.cdc.gov/concussion>

National Federation of State High School Associations: <http://www.nfhs.org>

National Operating Committee on Standards for Athletic Equipment:

<http://www.nocsae.org>

U.S. Anti-Doping Agency: <http://www.usada.org>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

# CSBA Sample

## Administrative Regulation

Instruction

AR 6145.2(a)

### ATHLETIC COMPETITION

#### Nondiscrimination and Equivalent Opportunities in the Athletic Program

Note: The following section reflects pertinent provisions of ~~federal and state~~ **federal** law regarding nondiscrimination (~~Title IX, 20 USC 1681-1688~~; Education Code 200-262.4; 5 CCR 4900-4965; Title IX, 20 USC 1681-1688). The Office for Civil Rights (OCR) in the U.S. Department of Education oversees complaints regarding violations of Title IX.

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of ~~actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law—any actual or perceived characteristic specified in law and BP 0410 -~~ **Nondiscrimination in District Programs and Activities.** (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

Note: 5 CCR 4921 and 34 CFR 106.41 authorize the establishment of separate teams for males and females where the selection of teams is based on competitive skills. 34 CFR 106.41 also authorizes single-sex teams for contact sports, as defined. Because state regulations do not address single-sex teams for contact sports, districts should consult legal counsel prior to establishing any such single-sex team for a contact sport for which selection is not based on competitive skills.

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Note: Pursuant to Education Code 221.5, a district is required to permit a transgender student to participate in sex-segregated school programs and activities, including athletic teams and competitions, consistent with his/her gender identity, regardless of the gender listed in the student's records; see BP/AR 5145.3 - Nondiscrimination/Harassment. The California Interscholastic Federation's (CIF) bylaws and Guidelines for Gender Identity Participation contain procedures for addressing student complaints regarding gender identity-based participation in interscholastic sports. Also see CSBA's Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination.

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

(cf. 5125 - Student Records)

**ATHLETIC COMPETITION (continued)**

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

Note: 5 CCR 4922 and 34 CFR 106.41, as reflected in items #1-11 below, list factors that districts must consider when determining whether equivalent opportunities are being provided. The CIF's A Guide to Equity in Athletics suggests actions that districts can take for each of the factors to help the district meet its equivalence goals. Any district with questions about equivalent athletic opportunities for its students should consult legal counsel.

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

Note: Education Code 230 provides the following three-part test to determine if a district has effectively accommodated the interests and abilities of both sexes in athletics. This test is the same three-part test that is used by OCR for helping to determine equivalent opportunities under Title IX.

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

Note: CIF's A Guide to Equity in Athletics advises that, in order to meet the criterion specified in item #1a below, the ratio of male/female athletes should be within five percent of the ratio of male/female district enrollment.

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments
- b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

Note: In evaluating whether there is an unmet interest in a particular sport and sufficient ability to sustain a team in the sport (item #1c below), OCR considers (1) whether an institution uses nondiscriminatory methods of assessment when determining the athletic interests and abilities of its students, (2) whether a



**ATHLETIC COMPETITION (continued)**

viable team for the underrepresented sex was recently eliminated, (3) multiple indicators of interest, (4) multiple indicators of ability, and (5) frequency of conducting assessments. ~~Thus, a~~ A student survey is one of multiple indicators that may be used. A letter issued by OCR in April 2010 provides information that the district might consider in developing its own survey. In addition, CIF's A Guide to Equity in Athletics provides sample surveys.

- c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program
2. The provision and maintenance of equipment and supplies
3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
4. Travel and per diem allowances
5. Opportunities to receive coaching and academic tutoring
6. Assignment and compensation of coaches and tutors
7. Provision of locker rooms, practice facilities, and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity

Note: 5 CCR 4922 clarifies that unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams shall not by itself constitute a failure to provide equivalent opportunities. However, the provision of necessary funding for teams of both sexes is a factor in the determination, as specified below.

11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

1. The total enrollment of the school, classified by gender

## **ATHLETIC COMPETITION (continued)**

2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

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

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

*(cf. 3580 - District Records)*

## **Concussions and Head Injuries**

Note: Education Code 49475 requires districts to distribute information on concussions and head injuries to student athletes and their parents/guardians. The district may use fact sheets developed by the Centers for Disease Control and Prevention (CDC), available on CIF's web site, or other resources to develop the information sheet.

The requirements of Education Code 49475 apply to any district that offers an athletic program at any grade level and for any sport. These requirements do not apply to students engaging in an athletic activity during the regular school day or as part of a physical education course.

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initial practices or competition. (Education Code 49475)

*(cf. 5145.6 - Parental Notifications)*

Note: Education Code 49032 requires that each high school coach complete an education program that includes, but is not limited to, a basic understanding of the signs and symptoms of concussions and appropriate response to them. CIF makes free online courses available through its web site. Also see AR 4127/4227/4327 - Temporary Athletic Team Coaches.

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

Note: Education Code 49475 requires that a student at any grade level engaged in an athletic program apart from the regular school day or physical education course who is suspected of sustaining a concussion be

**ATHLETIC COMPETITION (continued)**

immediately removed from the athletic activity and not be allowed to return until a health care provider provides written clearance. CDC's web site includes an Acute Concussion Evaluation form which may be used to provide injured students and their parents/guardians with information about monitoring symptoms and the health care provider's recommendations regarding returning to daily activities, school, and sports. See ~~also~~ CIF's web site for additional information regarding concussions.

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

Note: The following paragraph is for use by districts that offer a football program and may be revised to reflect the grade levels offered by the district.

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, *full-contact practice* means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

**Heat Illness**

Note: Pursuant to Education Code 35179.1, as amended by AB 2800 (Ch. 21, Statutes of 2018), effective January 1, 2019, the district or CIF-developed coaching education program required by Education Code 49032 must include training on the signs and symptoms of, and the appropriate response to, heat illness. The National Federation of State High Schools offers a free online course, available on CIF's web site, that fulfills these requirements.

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

Note: The following optional paragraph reflects recommendations in CSBA's and CIF's joint publication Preventing Catastrophic Heat Illness, and may be expanded to include additional district strategies.



**ATHLETIC COMPETITION (continued)**

**To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water available during all athletic activities, and alter practice plans in extreme environmental conditions.**

**Sudden Cardiac Arrest**

Note: Education Code 33479.3, ~~as added by AB 1639 (Ch. 792, Statutes of 2016)~~, requires that student athletes and their parents/guardians receive information on the nature and warning signs of sudden cardiac arrest, as provided below. This information is available from CIF or, if the athletic activity is not governed by CIF, on the California Department of Education's (CDE) web site. In addition, Education Code 33479.2, ~~as added by AB 1639~~, encourages districts to post on their web sites the information provided on CDE's web site pertaining to sudden cardiac arrest.

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by the CIF, the student and his/her parent/guardian shall, prior to ~~participating~~ **the student's participation** in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

Note: ~~Beginning July 1, 2017~~, Education Code 33479.6, ~~as added by AB 1639 (Ch. 792, Statutes of 2016)~~, requires the coach of an athletic activity to complete, every two years, a training course related to the nature and warning signs of sudden cardiac arrest. See AR 4127/4227/4327 - Temporary Athletic Team Coaches. CIF makes free online courses available through its web site.

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

Note: Education Code 33479.5, ~~as added by AB 1639 (Ch. 792, Statutes of 2016)~~, and CIF bylaws provide for a student's removal from participation in an athletic activity if he/she passes out or faints. As defined by Education Code 33479.1, ~~as added by AB 1639~~, an "athletic activity" includes (1) interscholastic athletics; (2) an athletic contest or competition sponsored by a school, including cheerleading and club-sponsored sports activities; (3) noncompetitive cheerleading sponsored by a school; and (4) practices, interscholastic practices, and scrimmages for all these activities. Pursuant to Education Code 33479.5, this requirement does not apply when a student engages in an athletic activity during the regular school day or as part of a physical education course, unless the activity constitutes a practice, interscholastic practice, or scrimmage. Furthermore, Education Code 33479.5 authorizes, but does not require, the removal of a student from an athletic activity if he/she exhibits symptoms of sudden cardiac arrest other than passing out or fainting, as provided below. However, to promote student safety, the district may choose to require its staff to remove a student from an athletic activity if he/she exhibits any symptom of sudden cardiac arrest at any time.

**ATHLETIC COMPETITION (continued)**

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following his/her participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, he/she may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until he/she is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

**Automated External Defibrillators**

**Note:** Pursuant to Education Code 35179.6, as added by AB 2009 (Ch. 646, Statutes of 2018), effective July 1, 2019, a district that offers an interscholastic athletic program is required to make an automated external defibrillator (AED) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events. Education Code 35179.6 encourages districts to make AEDs available for emergency care or treatment within three to five minutes of sudden cardiac arrest to any person in attendance at an on-campus athletic activity or event.

Education Code 35179.6 clarifies that the district or district employee will not be liable for civil damages resulting from any act or omission in the rendering of emergency care or treatment provided that the employee complies with the requirements of Health and Safety Code 1797.196 and does not act with gross negligence or willful or wanton misconduct by using, attempting to use, or maliciously failing to use an AED to render emergency care or treatment.

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

*(cf. 5141 - Health Care and Emergencies)*

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

**ATHLETIC COMPETITION (continued)****Additional Parental Notifications**

Note: The following **optional** section lists notices that the district may send to parents/guardians of students participating in interscholastic athletics. This section should be revised to reflect district practice.

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall, in addition to providing his/her parents/guardians with information on the signs and symptoms of concussions and sudden cardiac arrest as described above, send a notice to the student's parents/guardians which:

Note: Education Code 33353 requires CIF to provide information to students and parents/guardians about procedures for discrimination complaints arising from interscholastic athletic activities. Education Code 33354 allows a complainant to file a discrimination complaint directly with the CDE.

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

*(cf. 1312.3 - Uniform Complaint Procedures)*

Note: Education Code 221.61, ~~as added by SB 1375 (Ch. 655, Statutes of 2016)~~, requires districts to post specified information on their web sites related to Title IX. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. See AR 5145.3 - Nondiscrimination/Harassment. **Optional** item #2 below provides that this information will also be provided in writing to the parents/guardians of student athletes.

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8

Note: In Kahn v. East Side Union High School District, the California Supreme Court analyzed the liability of a coach for an injury to a member of a high school diving team. The court acknowledged that some risk of injury is inherent in sports and part of a coach's job is to "push" a student athlete to advance his/her skill level and to undertake more difficult tasks. According to the court, a coach could be found liable only when he/she intentionally injures the student or engages in conduct that is so reckless that it is outside of the ordinary activity involved in teaching or coaching the sport.

The district may or may not wish to seek a waiver of liability for accidents or injuries resulting from participation in athletic activities. Whether a liability waiver is legally effective is likely to be determined on a case-by-case basis, and it is questionable whether a student's right to participate in extracurricular activities could be made contingent upon the submission of a waiver. Legal counsel should be consulted when addressing the complex issues related to liability waivers.

3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare



## ATHLETIC COMPETITION (continued)

*(cf. 3530 - Risk Management/Insurance)*

Note: Education Code 32221.5 requires the district to provide information about insurance protection to each student participating on a school athletic team. For specific language that must be contained in this statement, see AR 5143 - Insurance.

4. Provides information about insurance protection pursuant to Education Code 32221.5

*(cf. 5143 - Insurance)*

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

*(cf. 3541.1 - Transportation for School-Related Trips)*

Note: Pursuant to Education Code 48900, a student may be subject to suspension or expulsion if he/she engages, or attempts to engage, in hazing.

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

*(cf. 5144 - Discipline)*

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

7. Includes a copy of the local ~~California Interscholastic Federation (CIF)~~ league rules

Note: Pursuant to Education Code 49033 and CIF bylaws, any student participating in athletics and his/her parent/guardian must sign a statement that the student will not use androgenic/anabolic steroids, unless he/she has a written prescription from a licensed health care practitioner, or dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. See BP/AR/E 5131.63 - Steroids.

8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, or prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

*(cf. 5131.63 - Steroids)*

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# **Center Unified SD**

## **Administrative Regulation**

### **Athletic Competition**

AR 6145.2

#### **Instruction**

#### **Nondiscrimination and Equivalent Opportunities in the Athletic Program**

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

(cf. 5125 - Student Records)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes



The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments
  - b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex
  - c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program
2. The provision and maintenance of equipment and supplies
  3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
  4. Travel and per diem allowances
  5. Opportunities to receive coaching and academic tutoring
  6. Assignment and compensation of coaches and tutors
  7. Provision of locker rooms, practice facilities, and competitive facilities
  8. Provision of medical and training facilities and services
  9. Provision of housing and dining facilities and services
  10. Publicity
  11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

1. The total enrollment of the school, classified by gender
2. The number of students enrolled at the school who participate in competitive



athletics, classified by gender

3. The number of boys' and girls' teams, classified by sport and by competition level

(cf. 1113 - District and School Web Sites)

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

(cf. 3580 - District Records)

#### Concussions and Head Injuries

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)



## Sudden Cardiac Arrest

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by the CIF, the student and his/her parent/guardian shall, prior to participating in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following his/her participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, he/she may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until he/she is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

## Additional Parental Notifications

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall, in addition to providing his/her parents/guardians with information on the signs and symptoms of concussions and sudden cardiac arrest as described above, send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a



commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

(cf. 3541.1 - Transportation for School-Related Trips)

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

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

7. Includes a copy of the local California Interscholastic Federation (CIF) league rules

8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, or prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)



# Add

## CSBA Sample Board Policy

Instruction

BP 6152.1(a)

### PLACEMENT IN MATHEMATICS COURSES

Note: Pursuant to Education Code 51224.7, ~~t~~The Governing Board of a district which serves 9th-grade students ~~and has not adopted a mathematics placement policy~~ is **mandated pursuant to Education Code 51224.7, as added by SB 359 (Ch. 508, Statutes of 2015),** to develop and, at a regularly scheduled public Board meeting, adopt a fair, objective, and transparent mathematics placement policy with specified components, ~~before the 2016-17 school year. Even a district with an adopted mathematics placement policy must ensure that its policy includes components specified in Education Code 51224.7. Districts serving students that are transitioning between elementary and middle or junior high school are authorized, but not required, to adopt and implement a policy that satisfies the components specified in Education Code 51224.7. Although not required, districts serving students who are transitioning between elementary and middle or junior high schools are encouraged to adopt and implement policy to address the transition from elementary to secondary mathematics courses.~~

Pursuant to Education Code 51225.3, high school graduation requirements include the completion of at least two mathematics courses in grades 9-12. Pursuant to Education Code 51224.5, ~~as amended by AB 220 (Ch. 165, Statutes of 2015),~~ one of those two courses must meet or exceed state content standards for Algebra I or Mathematics I. While the completion of Algebra I or Mathematics I coursework prior to 9th grade would satisfy this requirement, it does not exempt a student from the requirement to complete two mathematics courses in grades 9-12. See BP 6142.92 - Mathematics Instruction and BP 6146.1 - High School Graduation Requirements.

According to a report ~~released in 2013~~ by the Lawyers' Committee for Civil Rights of San Francisco Bay Area, Held Back: Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes, in many districts, ~~high school freshmen place students who have successfully completed Algebra I in 8th grade are placed in 9th grade into Algebra I class again in 9th grade.~~ In adding Education Code 51224.7, the legislature declared that placement in appropriate mathematics courses is critically important for a student in his/her middle and high school years, and that misplacement in the sequence of mathematics courses creates barriers for educational success, especially for students of color.

The Governing Board believes that a sound educational program must include the study of subjects that prepare students for admission to higher education and/or a fulfilling careers. ~~To the extent possible, d~~District students shall be provided an opportunity to complete a sequence of mathematics courses recommended for admission into the University of California and California State University systems.

(cf. 6141.5 - Advanced Placement)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

Note: ~~Education Code 51224.7 requires the use of multiple objective academic measures for student placement in mathematics courses. The following paragraph may be revised to reflect district practice.~~ For nonunified districts, Education Code 51224.7 ~~also requires mandates that the policy address the consistency of mathematics placement policies between elementary and high school districts.~~

**PLACEMENT IN MATHEMATICS COURSES** (continued)

The Superintendent or designee shall work with district teachers, counselors, and administrators and the representatives of feeder schools to develop a **well-articulated sequence of mathematics courses** and consistent protocols for placing students in mathematics courses offered at district high schools.

**Note:** Education Code 51224.7 mandates that the district's policy include the following statement. Also see the accompanying administrative regulation for further information regarding placement protocols.

Such placement protocols shall systematically take into consideration multiple objective academic measures that may include, but are not limited to, **statewide mathematics assessments, including state** interim and summative assessments;; placement tests that are aligned to state-adopted content standards in mathematics;; classroom assignment and grades;; and report cards. **(Education Code 51224.7)**

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6011 - Academic Standards)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - State Academic Achievement Tests)*

**Note:** The Lawyers' Committee for Civil Rights of San Francisco Bay Area's report, **Held Back: Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes**, also found that the practice of having 9th graders 9th-grade students repeat Algebra I disproportionately affects students of color and from low-income families, and could therefore be found to be discriminatory. For more information about the prohibition against discrimination in district programs and activities, see BP 0410 - Nondiscrimination in District Programs and Activities.

District staff shall implement the placement protocols uniformly and without regard to students' ~~race, sex, gender, nationality, ethnicity,~~ socioeconomic background, or ~~other subjective or discriminatory consideration in making placement decisions~~ **any characteristic specified in BP 0410 - Nondiscrimination in District Programs and Activities, including, but not limited to, race, sex, gender, nationality, and ethnicity.**

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 0415 - Equity)*

*(cf. 6174 - Education for English Learners)*

~~Students shall be enrolled in mathematics courses based on the placement protocols. No student shall repeat a mathematics course which he/she has successfully completed based on the district's placement protocols.~~

**Note:** The following ~~optional~~ paragraph provides a limited exception to the use of objective measures for making placement decisions and may be revised to reflect district practice.

**PLACEMENT IN MATHEMATICS COURSES (continued)**

~~When a student does not qualify to be enrolled in a higher level mathematics course based on a consideration of the objective measures specified in the placement protocols, he/she may nevertheless be admitted to the course based on the recommendation of a teacher or counselor who has personal knowledge of the student's academic ability.~~

Note: Education Code 51224.7, as added by SB 359 (Ch. 508, Statutes of 2015), requires **mandates** that the district's policy include at least one placement checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual student progress.

The placement protocols shall ~~specify a time~~ **provide for at least one reevaluation** within the first month of the school year ~~when students shall be reevaluated~~ to ensure that ~~they~~ **students** are appropriately placed in mathematics courses and shall specify the criteria the district will use to make this determination. Any student found to be misplaced shall be promptly placed in the appropriate mathematics course.

Note: ~~The following paragraph contains timelines that may be revised to reflect district practice. Pursuant to Education Code 51224.7, as added by SB 359 (Ch. 508, Statutes of 2015), the district's policy must~~ **mandates that the district's policy** offer a clear and timely recourse for any student and his/her parent/guardian who question the student's placement. **See the accompanying administrative regulation for additional language implementing this requirement.**

**If a student or parent/guardian questions the student's placement, he/she may appeal the decision to the Superintendent or designee. The decision of the Superintendent or designee shall be final.**

~~Within 10 school days of an initial placement decision or a placement decision upon reevaluation, a student and his/her parent/guardian who disagree with the placement of the student may appeal the decision to the Superintendent or designee. The Superintendent or designee shall decide whether or not to overrule the placement determination within 10 school days of receiving the appeal. The decision of the Superintendent or designee shall be final.~~

*(cf. 5123—Promotion/Acceleration/Retention)*

Note: ~~The Lawyers' Committee for Civil Rights of San Francisco Bay Area's report also found that the practice of having 9th graders repeat Algebra I disproportionately affects students of color and from low-income families, and could therefore be found to be discriminatory. For more information about the prohibition against discrimination in district programs and activities, see BP 0410—Nondiscrimination in District Programs and Activities.~~

**District staff shall implement the placement protocols uniformly and without regard to students' race, sex, gender, nationality, ethnicity, socioeconomic background, or other subjective or discriminatory consideration in making placement decisions.**

*(cf. 0410—Nondiscrimination in District Programs and Activities)*



## PLACEMENT IN MATHEMATICS COURSES (continued)

The Superintendent or designee shall ensure that all teachers, counselors, and other district staff responsible for determining students' placement in mathematics courses receive training on the placement protocols.

*(cf. 4131 - Staff Development)*

~~Prior to the beginning of each school year, the Superintendent or designee shall communicate the district's commitment to providing students with the opportunity to complete mathematics courses recommended for college admission, including approved placement protocols and the appeal process, to parents/guardians, students, teachers, school counselors, and administrators.~~

~~This policy and the district's mathematics placement protocols shall be posted on the district's web site. (Education Code 51224.7)~~

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

Note: To ensure that students who are qualified to progress in mathematics courses based on their performance on district-selected objective academic measures are not unlawfully or inappropriately held back in the manner specified in the following paragraph, Education Code 51224.7, as added by SB 359 (Ch. 508, Statutes of 2015), requires mandates that the policy include a requirement for an annual examination of aggregate student placement data which must be reported to the Board. In addition, pursuant to Education Code 52060, districts must annually review their progress toward the student achievement goals in their local control and accountability plan using measures that include, as applicable, 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.

~~Annually, t~~The Board and the Superintendent or designee shall **annually** review student data related to placement and advancement in the mathematics courses offered at district high schools to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures are not **being** held back in a disproportionate manner on the basis of ~~their race, ethnicity, gender, or socioeconomic background~~ **any subjective or discriminatory basis, and shall develop strategies.** ~~The Board and Superintendent shall also consider appropriate recommendations for removing any identified barriers to students' access to mathematics courses.~~ **The Superintendent or designee shall also report on the percentage of district students who have successfully completed mathematics courses that satisfy the requirements for entrance to the University of California and the California State University.**

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 0500 - Accountability)*

## PLACEMENT IN MATHEMATICS COURSES (continued)

### *Legal Reference:*

#### EDUCATION CODE

200-262.4 Prohibition of discrimination

48070.5 Promotion and retention; required policy

51220 Areas of study, grades 7-12

51224.5 Completion of Algebra I or Mathematics I

51224.7 California Mathematics Placement Act of 2015

51225.3 High school graduation requirements

51284 Financial literacy

**52060-52077 Local control and accountability plan**

60605 State-adopted content and performance standards in core curricular areas

60605.8 Common Core standards

**60640-60649 California Assessment of Student Performance and Progress**

### *Management Resources:*

#### CSBA PUBLICATIONS

*Math Misplacement, Governance Brief, September 2015*

*Governing to the Core, Governance Briefs*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013*

*California Common Core State Standards: Mathematics, January 2013*

#### COMMON CORE STATE STANDARDS INITIATIVE PUBLICATIONS

*Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards*

#### LAWYERS' COMMITTEE FOR CIVIL RIGHTS OF THE SAN FRANCISCO BAY AREA (LCCR)

*Held Back - Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes, 2013*

#### WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Common Core State Standards Initiative: <http://www.corestandards.org/math>

Lawyers' Committee for Civil Rights of the San Francisco Bay Area (LCCR): <http://www.lccr.com>

Northwest Evaluation Association, Measures of Academic Progress: <http://www.nwea.org>

University of California, Mathematics Diagnostic Testing Project: <http://mdtp.ucsd.edu>

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Add

# CSBA Sample Administrative Regulation

Instruction

AR 6152.1(a)

## PLACEMENT IN MATHEMATICS COURSES

### Placement Protocols

**Note:** Education Code 51224.7 mandates that any district that serves 9th-grade students adopt protocols for student placement in mathematics courses based on multiple objective academic measures, such as statewide assessments, including interim and summative assessments; placement tests that are aligned to state-adopted content standards in mathematics; classroom assignment and grades; and report cards. Districts that serve students transitioning from elementary to middle or junior high school may also adopt a placement protocol based on similar measures. The following section should be revised to reflect the grade levels at which the placement protocols will be applied, specific tests and other measures used for placement purposes, and the performance level on each assessment or minimum grade that will be used to determine a student's readiness for specific mathematics courses.

In determining student placement in mathematics courses for students entering grade 9, the Superintendent or designee shall assess whether each student has the prerequisite skills for success in the course and consider student and parent/guardian requests. Such determinations shall be based on multiple measures, including, but not limited to, the following:

**Note:** Pursuant to Education Code 60640, mathematics assessments in the California Assessment of Student Performance and Progress are administered at grades 3-8 and 11.

1. Interim and summative grade 8 mathematics assessments from the California Assessment of Student Performance and Progress
2. For students with disabilities, an alternate test or other measures when designated in a student's individualized education program (IEP)
3. Other assessments such as Measures of Academic Progress, the readiness tests of the University of California's Mathematics Diagnosis Testing Project, and/or district benchmark assessments
4. The student's grades in his/her previous mathematics course
5. The final mathematics grade on the end-of-year report card

*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 6142.92 - Mathematics Instruction)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - State Academic Achievement Tests)*



## **PLACEMENT IN MATHEMATICS COURSES (continued)**

**Individual student performance data shall be analyzed each spring prior to scheduling and placing students into secondary mathematics courses. Students and parents/guardians shall be notified in writing by the end of the school year as to the mathematics course in which the student has been placed.**

**No student shall be required to repeat a mathematics course which he/she has successfully completed in accordance with district's placement protocols.**

**Note: Recommendations by teachers or counselors are generally considered subjective and therefore do not meet the requirement of Education Code 51224.7 that placement in mathematics courses be based on objective measures. The following optional paragraph authorizes staff recommendations to be considered when placing a student in a higher level mathematics course than he/she would be assigned based on the district's protocol, but such recommendations should not be the sole basis for placing a student in a lower level class.**

**When a student does not qualify to be enrolled in a particular mathematics course based on a consideration of the objective measures specified in the placement protocol, he/she may nevertheless be admitted to the course based on the recommendation of a teacher or counselor who has personal knowledge of the student's academic ability.**

**Students who exhibit deficits in knowledge and skills needed to advance to a higher level mathematics course may receive supplemental instruction to improve achievement of mathematic content standards.**

*(cf. 6011 - Academic Standards)*  
*(cf. 6179 - Supplemental Instruction)*

### **Reevaluation**

**Within the first month of the school year, mathematics course placements shall be individually reevaluated to ensure placement in the most rigorous mathematics course for which the student has the potential for success.**

**Criteria for reevaluating each student's placement shall include, but are not limited to, course preassessment results, attendance, and student performance in the first month of the school year as determined by teacher observation and grades on assignments and tests. Student and parent/guardian request for course placement may also be considered.**

### **Notification of Placement Protocol**

**The district's policy and protocols related to student placement in mathematics courses shall be posted on the district's web site. (Education Code 51224.7)**

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

## **PLACEMENT IN MATHEMATICS COURSES (continued)**

**The Superintendent or designee shall also make the district's placement policy, protocols, and course sequence readily accessible to students, parents/guardians, and staff at school sites and/or in student handbooks.**

### **Appeals**

**Note: Education Code 51224.7 mandates that the district's policy or protocol offer a clear and timely recourse for any student and parent/guardian who question the student's placement. See the accompanying Board policy. The following paragraph contains timelines that may be revised to reflect district practice.**

**Within 10 school days of an initial placement decision or a placement decision upon reevaluation, a student and his/her parent/guardian who disagree with the placement may appeal the decision to the Superintendent or designee. The Superintendent or designee shall decide whether or not to overrule the placement determination within 10 school days of receiving the appeal.**

# CSBA Sample

## Board Policy

### Instruction

BP 6170.1(a)

### TRANSITIONAL KINDERGARTEN

Note: The following policy is for use by districts that maintain kindergarten and may be revised to reflect district practice. Education Code 48000 provides that children are eligible for kindergarten enrollment if they have their fifth birthday on or before September 1 in that school year; see AR 5111 - Admission. Pursuant to Education Code 48000, any child whose **fifth** birthday is between September 2 and December 2 must be offered a transitional kindergarten (TK) program.

Education Code 48000 defines TK as the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. Many of the requirements applicable to kindergarten (e.g., class size, minimum school day, facilities) are also applicable to TK. The district will receive funding based on average daily attendance (ADA) for students in a TK program that meets the requirements specified in Education Code 48000.

For guidance on implementing TK programs, see the Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, published by the California Department of Education (CDE).

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 6020 - Parent Involvement)*

### Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Note: The CDE's "Transitional Kindergarten FAQs" clarify that children are required to have documentation of required immunizations or a valid exemption prior to admission to TK. For information about required immunizations and exemptions, see BP/AR 5141.31 - Immunizations.



## TRANSITIONAL KINDERGARTEN (continued)

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

*(cf. 5111 - Admission)*

*(cf. 5111.1 - District Residency)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

*(cf. 5141.32 - Health Screening for School Entry)*

Note: The following paragraph is **optional**. If the district chooses to allow kindergarten-eligible children to enroll in the TK program, CDE recommends that the district establish criteria to determine selection requirements. The parent/guardian of a kindergarten-eligible child who is enrolled in TK must, at the end of the year, sign a Kindergarten Continuance Form verifying that he/she agrees to have the child ~~continue~~ **enroll** in kindergarten the following year; see section "Continuation in Kindergarten" below.

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

Note: The following paragraph is **optional**. Pursuant to Education Code 48000, the district may, at its discretion, determine whether to allow admittance of children whose fifth birthday is after December 2. Such students may be admitted at any time during the school year, including at the beginning of the year. Education Code 48000 provides that districts will not receive ADA apportionment for a child whose birthday is after December 2 until the child reaches his/her fifth birthday.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

### Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

Note: Education Code 48000 states the Legislature's intent that the TK curriculum be aligned to the California Preschool Learning Foundations developed by CDE. These standards address essential skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's web site.

**TRANSITIONAL KINDERGARTEN** (continued)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (**CDE**). It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Learners)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 37202, ~~as amended by AB 99 (Ch. 15, Statutes of 2017)~~, permits districts to maintain TK and kindergarten classes for different lengths of time during the school day, either at the same or a different school site. Districts offering TK classes for different lengths of time are still required to meet the minimum and maximum length of school day provided in law. Pursuant to Education Code 46111, **46115**, and 46117, at the kindergarten and TK level the minimum school day is three hours (180 minutes), including recess but excluding noon intermission, and the maximum school day is four hours (240 minutes), excluding recess, unless the district has adopted an extended-day kindergarten pursuant to Education Code 8973. However, pursuant to Education Code 46119, if the district has fewer than 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. Also see AR 6112 - School Day.

Pursuant to Education Code 48003, districts are required to provide an annual report to CDE regarding the type of kindergarten program offered by the district, including part day, full day, or both. The School Information Form 2017, located on the CDE web site, requires a report on the type of TK program offered.

The Board shall establish the length(s) of the school day in the district's TK program. TK programs may be maintained for different lengths of time either at the same or different school sites, as long as the school day is at least three hours but no more than four hours. The Superintendent or designee shall annually report to ~~the California Department of Education~~ **CDE** as to whether the district's TK programs are offered full day, part day, or both. (Education Code 37202, 46111, **46115**, 46117, 48003)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

Note: The following **optional** paragraph may be revised to reflect district practice. According to CDE's "Transitional Kindergarten FAQs," it is the intent of the law to provide separate and unique experiences for TK and kindergarten students. However, districts have flexibility to determine how best to meet the curricular needs of each child and whether TK and kindergarten students may be enrolled in the same classrooms.

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

## **TRANSITIONAL KINDERGARTEN (continued)**

**Note: AB 1808 (Ch. 32, Statutes of 2018) amended Education Code 8235 and 48000 to allow districts to place 4-year-old children enrolled in a California State Preschool Program into a TK program and to commingle children from both programs in the same classroom as long as all of the requirements of each program are met and the district adheres to specified requirements, including that the classroom does not contain children enrolled in TK for a second year or children enrolled in a regular kindergarten. Also see BP/AR 5148.3 - Preschool/Early Childhood Education.**

**TK students may be placed in a classroom commingled with 4-year-old students from a California State Preschool Program as long as the classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten. (Education Code 8235, 48000)**

### **Staffing**

**Note: To be qualified to teach a TK class, the teacher must possess an appropriate multiple subjects or early childhood education credential issued by the Commission on Teacher Credentialing (CTC) authorizing instruction in TK. Education Code 48000 establishes additional requirements for credentialed teachers who are first assigned to a TK class after July 1, 2015, as provided below.**

**TK assignments are subject to assignment monitoring and reporting by the County Superintendent of Schools in accordance with Education Code 44258.9.**

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

*(cf. 4112.2 - Certification)*

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by ~~the~~ CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

*(cf. 4131 - Staff Development)*

### **Continuation to Kindergarten**

**Note: The following section is consistent with guidance in CDE's "Transitional Kindergarten FAQs."**

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.



## TRANSITIONAL KINDERGARTEN (continued)

Note: The following **optional** paragraph is for use by districts that allow kindergarten-eligible children to enroll in TK; see "Eligibility" section above. When such students are subsequently enrolled in kindergarten, the district is required to obtain a signed Kindergarten Continuance Form in order to receive kindergarten ADA for those children since they would otherwise be age-eligible for first grade. CDE recommends that approval for a student to continue in kindergarten not be sought until near the end of the year of TK, since permission obtained unreasonably far in advance could be found invalid.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

Note: Pursuant to Education Code 46300, the district may not include for ADA purposes the attendance of any student for more than two years in a combination of TK and kindergarten.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

*(cf. 5123 - Promotion/Acceleration/Retention)*

### Assessment

Note: The following section may be revised to reflect district practice. One assessment resource for TK students is CDE's Desired Results Developmental Profile, which is designed to assess the developmental progression of all children from early infancy to kindergarten entry.

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

*(cf. 0500 - Accountability)*

*(cf. 6162.5 - Student Assessment)*

*Legal Reference: (see next page)*

## TRANSITIONAL KINDERGARTEN (continued)

### *Legal Reference:*

#### EDUCATION CODE

**8235 California State Preschool Program**

8973 Extended-day kindergarten

37202 School calendar; equivalency of instructional minutes

44258.9 Assignment monitoring by county superintendent of schools

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten

48000 Age of admission, kindergarten and transitional kindergarten

48002 Evidence of minimum age required to enter kindergarten or first grade

48003 Kindergarten annual report

48200 Compulsory education, starting at age six

### *Management Resources:*

#### CSBA PUBLICATIONS

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 3, 2013

California Preschool Learning Foundations, Vol. 3, 2012

California Preschool Curriculum Framework, Vol. 2, 2011

California Preschool Learning Foundations, Vol. 2, 2010

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

#### WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

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# **Center Unified SD**

## **Board Policy**

### **Transitional Kindergarten**

BP 6170.1

#### **Instruction**

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

#### **Eligibility**

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

At any time during the school year, the district may admit into the TK program a child



whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

#### Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Learners)

The Board shall establish the length(s) of the school day in the district's TK program. TK programs may be maintained for different lengths of time either at the same or different school sites, as long as the school day is at least three hours but no more than four hours. The Superintendent or designee shall annually report to the California Department of Education as to whether the district's TK programs are offered full day, part day, or both. (Education Code 37202, 46111, 46117, 48003)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

#### Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)



A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

#### Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

#### Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

#### Legal Reference:

##### EDUCATION CODE

8973 Extended-day kindergarten

37202 School calendar; equivalency of instructional minutes

44258.9 Assignment monitoring by county superintendent of schools

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten  
48000 Age of admission, kindergarten and transitional kindergarten  
48002 Evidence of minimum age required to enter kindergarten or first grade  
48003 Kindergarten annual report  
48200 Compulsory education, starting at age six

Management Resources:

CSBA PUBLICATIONS

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief,  
May 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public  
School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>



# CSBA Sample

## Board Policy

Instruction

BP 6190(a)

### EVALUATION OF THE INSTRUCTIONAL PROGRAM

Note: The following **optional** policy may be revised to reflect district practice.

The Governing Board recognizes that it is accountable to students, parents/guardians, and the community for the effectiveness of the district's educational program in meeting district goals for student learning. The Superintendent or designee shall conduct a continual evaluation of the curriculum and the instructional program in order to **improve identify strategies for improving** student achievement.

*(cf. 0200 - Goals for the School District)*  
*(cf. 0500 - Accountability)*  
*(cf. 6000 - Concepts and Roles)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

Note: The district may revise the following paragraph to specify the data and reports that will be used to evaluate the district's instructional program.

~~Historically, California's accountability system has been based on both federal and state requirements. However, as amended by the Every Student Succeeds Act (P.L. 114-95), 20 USC 6311 no longer requires a determination as to whether schools and districts meet a federal measure of "adequate yearly progress," and gives greater discretion to states and local educational agencies to determine accountability indicators. The state's Academic Performance Index has been suspended since the 2013-14 school year as the state transitions to a new state assessment and accountability system. The new state accountability system will integrate local, state, and federal accountability systems and be based on multiple measures.~~

~~In addition,~~ Education Code 52060-52061 require that the district's local control and accountability plan (LCAP) establish goals, for all students and for each numerically significant subgroup, that are aligned with the state priorities, and that the district annually review progress toward the goals; see BP/AR 0460 - Local Control and Accountability Plan. Pursuant to Education Code 52052, numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students with a valid test score or 15 foster or homeless youth. **The California School Dashboard reports the status of district and school performance on multiple state and local indicators and is intended to assist districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP.**

The Superintendent or designee shall provide the Board and the community with regular reports ~~on student progress toward Board-established standards of expected achievement at each grade level in each area of study. In addition, he/she shall evaluate and report data for~~ **on student achievement. The reports shall include data for** each district school and for **every each** numerically significant student subgroup, as defined in Education Code 52052, including, but not limited to, school and subgroup performance on statewide achievement indicators and progress toward goals specified in the district's local control and accountability plan (LCAP).

## EVALUATION OF THE INSTRUCTIONAL PROGRAM (continued)

(cf. 0460 - Local Control and Accountability Plan)  
 (cf. 0510 - School Accountability Report Card)  
 (cf. 6011 - Academic Standards)  
 (cf. 6162.5 - Student Assessment)  
 (cf. 6162.51 - State Academic Achievement Tests)  
 (cf. 6173 - Education for Homeless Children)  
 (cf. 6173.1 - Education for Foster Youth)  
 (cf. 6174 - Education for English Learners)

**In addition, the Superintendent or designee shall conduct an evaluation of any new instructional program implemented in the district and shall regularly assess district progress toward increasing student achievement in all subject areas taught in the district. The findings of such evaluations and assessments shall be reported to the Board.**

Based on these reports, the Board shall take appropriate actions to maintain the effectiveness of programs and to improve the quality of education ~~that provided to~~ district students ~~receive~~.

### Annual Monitoring Evaluation of Consolidated Application Programs

Note: The following **optional** section should be revised to reflect district practice. Pursuant to Education Code 64000-64001, the consolidated application is used by the California Department of Education (CDE) to distribute funds from certain federal categorical programs. ~~For 2015-16, these programs include (1) Title I, Part A basic grant (low income students); (2) Title I, Part D (delinquent students); (3) Title II, Part A (teacher quality); (4) Title III, Part A (immigrant students); (5) Title III, Part A (English learners); and (6) Title VI, Part B (rural, low income students).~~ Pursuant to 5 CCR 3942, ~~as~~ a condition of receiving continued funding for these programs, the district must make certain general assurances and certifications, including an assurance that the district's annual evaluation of categorical programs demonstrates that each program is "not one of low effectiveness." (5 CCR 3942). The district does not need to sign or return the general assurances, but does need to keep them on file for compliance reviews, complaint investigations, or audits.

Pursuant to 5 CCR 3942, criteria for the annual program evaluation are to be established by the Governing Board. ~~In order to consolidate the district's various evaluation processes, the district may consider~~ **measures of the academic progress of students participating in the program, including** numerically significant student **subgroups**, in addition to other measures ~~of student progress~~ contained in school plans or adopted by the Board.

The Board and the Superintendent or designee shall annually determine whether the district's categorical programs funded through the state's consolidated application are effective in meeting the needs of the students they are intended to serve. As a basis for this evaluation, the Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the district level. These criteria may include, but are not necessarily limited to, the progress of all students **participating in the program** and of each numerically significant subgroup toward goals contained in the district's LCAP,

## EVALUATION OF THE INSTRUCTIONAL PROGRAM (continued)

the school's single plan for student achievement, ~~Title I local educational agency plan~~, and/or other applicable district or school plans.

### Federal Program Monitoring

~~Note: Pursuant to Education Code 64001, the CDE is required to monitor the district's compliance with legal requirements for categorical programs. This monitoring is accomplished through the Federal Program Monitoring (FPM) process, which is based on a combination of data and document reviews and on-site visits. Districts are assigned to one of four cycles, and may be selected for on-site or online monitoring every two years. Districts and school sites are selected based on criteria that include compliance history, academic achievement, program size, and fiscal analysis, with several districts being randomly selected for monitoring each year. During the FPM process, the CDE reviews school plans and may require a district to submit district policies, administrative regulations, or any other data necessary for the CDE to effectively monitor these programs. The CDE has developed monitoring instruments which contain major program legal requirements and are used by CDE staff to determine district compliance with the requirements. These instruments are available on the CDE's web site. Also, beginning in 2015, the CDE is transitioning to a new application, the California Monitoring Tool, to facilitate districts' response to state and federal requirements for program monitoring.~~

~~The following paragraph is optional. The CDE does not require districts to complete a self review as part of the FPM process. However, the CDE emphasizes that compliance monitoring should be an ongoing responsibility of the district, not an event that occurs only when the CDE conducts its on-site monitoring. The FPM program instruments may be useful for this purpose.~~

~~To ensure that the district's categorical programs comply with applicable legal requirements, the Superintendent or designee shall, on an ongoing basis, conduct a district self-evaluation which may utilize tools developed by the district or the California Department of Education (CDE).~~

~~When the district is selected by the CDE for a Federal Program Monitoring (FPM) compliance review, the Superintendent or designee shall gather and submit all documentation and data required for the review and shall cooperate with CDE staff to facilitate program monitoring.~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 0420—School Plans/Site Councils)~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 1312.4—Williams Uniform Complaint Procedures)~~

~~(cf. 4131—Staff Development)~~

~~(cf. 5020—Parent Rights and Responsibilities)~~

~~(cf. 5148—Child Care and Development Programs)~~

~~(cf. 5148.2—Before/After School Programs)~~

~~(cf. 5148.3—Preschool/Early Childhood Education)~~

~~(cf. 6020—Parent Involvement)~~

~~(cf. 6142.7—Physical Education and Activity)~~

~~(cf. 6171—Title I Programs)~~

~~(cf. 6173—Education for Homeless Children)~~

~~(cf. 6175—Migrant Education Program)~~



## EVALUATION OF THE INSTRUCTIONAL PROGRAM (continued)

~~(cf. 6178—Career Technical Education)~~  
~~(cf. 6178.1—Work-Based Learning)~~  
~~(cf. 6200—Adult Education)~~

~~Note: According to the CDE's FPM Frequently Asked Questions, available on its web site, if the review results in a finding of noncompliance with legal requirements, the district must submit a Proposed Resolution of Findings through the CMT within 45 days of the date that the district was notified of the finding. The resolution agreement will specify a time period, not to exceed 225 calendar days from the last day of the review, to resolve the finding. The district may request additional resolution time if needed, and the CDE program monitor will determine whether to grant or adjust the request.~~

~~In the event that the FPM review results in a finding of noncompliance in relation to any program, the Superintendent or designee shall submit a proposed resolution to the CDE within 45 days of the date the district was notified of the finding. The resolution shall be implemented in accordance with the terms and timeframe specified in the resolution agreement with the CDE.~~

~~The Superintendent or designee shall report to the Board regarding the results of the review process.~~

### Western Association of Schools and Colleges (WASC) Accreditation

Note: The following **optional** section is for use by districts that participate in the evaluation process leading to accreditation by the Western Association of Schools and Colleges (WASC). WASC is a private, nonprofit organization whose Accrediting Commission for Schools provides regular assessments of public and private schools in order to support ongoing improvement of the educational program. The term of the accreditation process varies from one to six years, as determined by WASC. Districts may seek accreditation for both elementary and secondary schools and may revise the following section to specify schools that will seek accreditation (e.g., only secondary schools and/or middle schools). Districts also may revise the following section to apply to any other accrediting agency.

The Board believes that accreditation by the Western Association of Schools and Colleges (WASC) can foster excellence and ongoing academic improvement in the district's schools. The results of the accreditation process also may demonstrate to parents/guardians and the community that the schools are meeting their goals and objectives and the WASC criteria for school effectiveness through a viable instructional program.

The Superintendent or designee shall undertake procedures whereby district schools may achieve and maintain full WASC accreditation status. The schools shall conduct a self-study in accordance with WASC requirements, cooperate with the WASC committee during a site visit, and develop and review action plans to increase the effectiveness of the instructional program for students. The Superintendent or designee shall regularly report to the Board on the status of district schools and any WASC recommendations for school improvement.

**EVALUATION OF THE INSTRUCTIONAL PROGRAM** (continued)

**Not later than 60 days after receiving t**~~The results of any inspection of a school by WASC; or any other the accrediting agency, the Superintendent or designee shall be published not later than 60 days after the results are made available to the school. Publication shall be by~~ notifying each parents/guardians in writing **of the inspection results** and/or **by shall** posting the information on the district's or school's web site, ~~as determined by the Superintendent or designee.~~ (Education Code 35178.4)

*(cf. 1113 - District and School Web Sites)*  
*(cf. 5145.6 - Parental Notifications)*

If any district school loses its accreditation status, the Board shall give official notice at a regularly scheduled Board meeting. The Superintendent or designee shall provide written notification to each parent/guardian of a student in the school that the school has lost its accreditation status, including the potential consequences of the loss of accreditation status. This notice shall also be posted on the district's web site and the school's web site. (Education Code 35178.4)

*Legal Reference: (see next page)*

## EVALUATION OF THE INSTRUCTIONAL PROGRAM (continued)

### *Legal Reference:*

#### EDUCATION CODE

33400-33407 Educational evaluations

35178.4 Notice of accreditation status

44662 Evaluation and assessment guidelines, certificated employee performance

48985 Compliance with translation of parental notifications

51041 Education program, evaluation and revisions

51226 Model curriculum standards

~~52052-52052.1 Academic Performance Index Accountability~~; numerically significant student subgroups

52060-52077 Local control and accountability plan

62005.5 Failure to comply with purposes of funds

64000-64001 Consolidated application process

#### CODE OF REGULATIONS, TITLE 5

3930-3937 Program requirements

3942 Continuity of funding

#### UNITED STATES CODE, TITLE 20

~~6311 Adequate yearly progress State plans~~

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~FPM Frequently Asked Questions~~

~~Federal Program Monitoring Instruments~~

#### WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES PUBLICATIONS

Focus on Learning: Joint ACS WASC/CDE Process Guide, 2014 2017

#### WEB SITES

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

California Department of Education, ~~Testing and Accountability~~: <http://www.cde.ca.gov/ta>

Western Association of Schools and Colleges (WASC), Accrediting Commission for Schools:  
<http://www.acswasc.org>

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# **Center Unified SD**

## **Board Policy**

### **Evaluation Of The Instructional Program**

**BP 6190**

#### **Instruction**

The Governing Board recognizes that it is accountable to students, parents/guardians, and the community for the effectiveness of the district's educational program in meeting district goals for student learning. The Superintendent or designee shall conduct a continual evaluation of the curriculum and the instructional program in order to improve student achievement.

(cf. 0200 - Goals for the School District)

(cf. 0500 - Accountability)

(cf. 6000 - Concepts and Roles)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The Superintendent or designee shall provide the Board and the community with regular reports on student progress toward Board-established standards of expected achievement at each grade level in each area of study. In addition, he/she shall evaluate and report data for each district school and for every numerically significant student subgroup, as defined in Education Code 52052, including, but not limited to, school and subgroup performance on statewide achievement indicators and progress toward goals specified in the district's local control and accountability plan (LCAP).

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0510 - School Accountability Report Card)

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

Based on these reports, the Board shall take appropriate actions to maintain the effectiveness of programs and to improve the quality of education that district students receive.

#### **Annual Monitoring of Consolidated Application Programs**

The Board and the Superintendent or designee shall annually determine whether the district's categorical programs funded through the state's consolidated application are



effective in meeting the needs of the students they are intended to serve. As a basis for this evaluation, the Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the district level. These criteria may include, but are not necessarily limited to, the progress of all students and of each numerically significant subgroup toward goals contained in the district's LCAP, the school's single plan for student achievement, Title I local educational agency plan, and/or other applicable district or school plans.

#### **Federal Program Monitoring**

To ensure that the district's categorical programs comply with applicable legal requirements, the Superintendent or designee shall, on an ongoing basis, conduct a district self-evaluation which may utilize tools developed by the district or the California Department of Education (CDE).

When the district is selected by the CDE for a Federal Program Monitoring (FPM) compliance review, the Superintendent or designee shall gather and submit all documentation and data required for the review and shall cooperate with CDE staff to facilitate program monitoring.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 0420 - School Plans/Site Councils)  
(cf. 0520.2 - Title I Program Improvement Schools)  
(cf. 0520.3 - Title I Program Improvement Districts)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)  
(cf. 4131 - Staff Development)  
(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 5148 - Child Care and Development Programs)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 5148.3 - Preschool/Early Childhood Education)  
(cf. 6020 - Parent Involvement)  
(cf. 6142.7 - Physical Education and Activity)  
(cf. 6171 - Title I Programs)  
(cf. 6173 - Education for Homeless Children)  
(cf. 6175 - Migrant Education Program)  
(cf. 6178 - Career Technical Education)  
(cf. 6178.1 - Work-Based Learning)  
(cf. 6200 - Adult Education)

In the event that the FPM review results in a finding of noncompliance in relation to any program, the Superintendent or designee shall submit a proposed resolution to the CDE within 45 days of the date the district was notified of the finding. The resolution shall be implemented in accordance with the terms and timeframe specified in the resolution agreement with the CDE.



The Superintendent or designee shall report to the Board regarding the results of the review process.

#### **Western Association of Schools and Colleges (WASC) Accreditation**

The Board believes that accreditation by the Western Association of Schools and Colleges (WASC) can foster excellence and ongoing academic improvement in the district's schools. The results of the accreditation process also may demonstrate to parents/guardians and the community that the schools are meeting their goals and objectives and the WASC criteria for school effectiveness through a viable instructional program.

The Superintendent or designee shall undertake procedures whereby district schools may achieve and maintain full WASC accreditation status. The schools shall conduct a self-study in accordance with WASC requirements, cooperate with the WASC committee during a site visit, and develop and review action plans to increase the effectiveness of the instructional program for students. The Superintendent or designee shall regularly report to the Board on the status of district schools and any WASC recommendations for school improvement.

The results of any inspection of a school by WASC, or any other the accrediting agency, shall be published not later than 60 days after the results are made available to the school.

Publication shall be by notifying each parent/guardian in writing and/or by posting the information on the district's or school's web site, as determined by the Superintendent or designee. (Education Code 35178.4)

(cf. 1113 - District and School Web Sites)  
(cf. 5145.6 - Parental Notifications)

If any district school loses its accreditation status, the Board shall give official notice at a regularly scheduled Board meeting. The Superintendent or designee shall provide written notification to each parent/guardian of a student in the school that the school has lost its accreditation status, including the potential consequences of the loss of accreditation status. This notice shall also be posted on the district's web site and the school's web site. (Education Code 35178.4)

#### **Legal Reference:**

##### **EDUCATION CODE**

33400-33407 Educational evaluations

35178.4 Notice of accreditation status

44662 Evaluation and assessment guidelines, certificated employee performance

48985 Compliance with translation of parental notifications



51041 Education program, evaluation and revisions  
51226 Model curriculum standards  
52052-52052.1 Academic Performance Index; numerically significant student subgroups  
52060-52077 Local control and accountability plan  
62005.5 Failure to comply with purposes of funds  
64000-64001 Consolidated application process  
CODE OF REGULATIONS, TITLE 5  
3930-3937 Program requirements  
3942 Continuity of funding  
UNITED STATES CODE, TITLE 20  
6311 Adequate yearly progress

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FPM Frequently Asked Questions

Federal Program Monitoring Instruments

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES PUBLICATIONS

Focus on Learning Joint WASC/CDE Process Guide, 2014

WEB SITES

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

California Department of Education, Testing and Accountability:

<http://www.cde.ca.gov/ta>

Western Association of Schools and Colleges (WASC), Accrediting Commission for  
Schools: <http://www.acswasc.org>

# CSBA Sample Board Bylaw

## Board Bylaws

BB 9110(a)

### TERMS OF OFFICE

Note: Governing Boards ~~generally~~ consist of three, five, or seven members. ~~Exceptions are as~~ provided in Education Code 5018 and 35012. **The district should fill in the blank in the following paragraph to reflect the number of Governing Board members in the district.**

**For information about the election of Board members, including election dates, see BB 9220 - Governing Board Elections.**

The Governing Board shall consist of five members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each ~~odd-numbered~~ year **in which the Board's elections are regularly held. (Education Code 35012)**

*(cf. 9220 - Governing Board Elections)*

Note: AB 2449 (Ch. 146, Statutes of 2018) amended Education Code 5017 to change the commencement of the term of office of board members from the first Friday in December following their election to the second Friday in December. Although Education Code 5000 still states that a board member's four-year term expires on the first Friday in December, Education Code 5017 requires board members to continue to discharge their duties until their successor has qualified by taking the oath of office. Therefore, the following paragraph reflects the date specified in Education Code 5017.

The term of office for **Board** members elected in regular elections shall be four years, commencing on the ~~first~~ **second** Friday in December ~~next succeeding~~ **following** their election. (Education Code 5017)

*(cf. 9223 - Filling Vacancies)*

*(cf. 9224 - Oath or Affirmation)*

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

~~Board member terms expire four years after their initial election on the first Friday in December following the election of new members.~~

~~A member whose term has~~ **Board members whose terms have** expired shall continue to discharge the duties of the office until ~~his/her successor has~~ **their successors have** qualified by taking the oath of office. (Education Code 5017; Government Code 1302, 1360; ~~Education Code 5017~~)

*(cf. 9220 - Governing Board Elections)*

*(cf. 9223 - Filling Vacancies)*

*(cf. 9224 - Oath or Affirmation)*

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

**TERMS OF OFFICE** (continued)

**Note:** Pursuant to Elections Code 10404.5, whenever a regularly scheduled board election is changed due to consolidation of elections, the term of office of incumbent Board members is extended to align with the next applicable election. 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, and under defined circumstances are required to consolidate their elections with statewide elections as specified in Elections Code 14051-14052. See BB 9220 - Governing Board Elections.

**If a regularly scheduled Board election date is changed due to consolidation with a statewide or municipal general election, the term of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)**

*Legal Reference:*

**EDUCATION CODE**

*5000-5033 Election of school district board members*

*35010 Control of district*

*35012 Board members; number, election and terms*

*35107 Eligibility*

**ELECTIONS CODE**

*1302 Local elections, school district election*

*10400-10418 Consolidation of elections*

*14050-14057 California Voter Participation Rights Act*

**GOVERNMENT CODE**

*1302 Continuance in office until qualification of successor*

*1303 Exercising functions of office without having qualified*

*1360 Necessity of taking constitutional oath*

*Management Resources:*

**WEB SITES**

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

(12/92 3/93) 10/18



# **Center Unified SD**

## **Board Bylaw**

### **Terms Of Office**

BB 9110

### **Board Bylaws**

The Governing Board of the Center Unified School District shall consist of five members elected at large to collectively represent the electorate and the State of California as trustees of the property and programs of the schools therein. Each member serves for a period of four years unless completing the unexpired term of a former member.

Members shall be elected in a biennial election on the first Tuesday after the first Monday in November in each even-numbered year.

The term of office shall commence on the first Friday in December next succeeding their election. (Education Code 5017)

A member whose term has expired shall continue to discharge the duties of the office until his/her successor has qualified by taking the oath of office. (Government Code 1302, 1360; Education Code 5017)

As amended by AB 3543 (Ch. 1162, Statutes of 1990), Education Code 5000 provided that Board member terms expire on the first Friday in December following the election.

(cf. 9220 - Elections)

(cf. 9223 - Filling Vacancies)

(cf. 9224 - Oath or Affirmation)

(cf. 9250 - Remuneration, Reimbursement, Other Benefits)

#### **Legal Reference:**

##### **EDUCATION CODE**

5000-5033 Election of school district board members

35010 Control of district

35012 Board members; number, election and terms

35107 Eligibility

##### **GOVERNMENT CODE**

1302 Continuance in office until qualification of successor

1303 Exercising functions of office without having qualified

1360 Necessity of taking constitutional oath

**Bylaw CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: October 4, 1993     Antelope, California**