

# 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)
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, October 23, 2019 - 6:00 p.m.**

	<u>STATUS</u>
<b>I. CALL TO ORDER &amp; ROLL CALL - 5:30 p.m.</b>	
<b>II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION</b>	
1. Public Employee Performance Evaluation (Certificated) - Superintendent (G.C.§54957)	
2. Conference with Labor Negotiator, (David Grimes), Re: CSEA and CUTA (G.C. §54957.6)	
<b>III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION</b>	
<b>IV. CLOSED SESSION - 5:30 p.m.</b>	
<b>V. OPEN SESSION - CALL TO ORDER - 6:00 p.m.</b>	
<b>VI. FLAG SALUTE</b>	
<b>VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION</b>	Info/Action
<b>VIII. ADOPTION OF AGENDA</b>	Action
<b>IX. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)</b>	Info
1. Center High School - Jazmine Saheed	
2. McClellan High School - Alyssa Divens	

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

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

	<b>X. ORGANIZATION REPORTS</b> (3 minutes each)	Info
	1. CUTA - Venessa Mason, President	
	2. CSEA - Marie Huggins, President	
	<b>XI. COMMITTEE UPDATES</b> (8 minutes each)	Info
Facilities & Op.	1. <b>Facilities Update</b> - Craig Deason	
	<b>XII. REPORTS/PRESENTATIONS</b> (8 minutes each)	Info
Curr & Instr	1. <b>2018-19 Advanced Placement and Smarter Balanced Assessment</b> - Mike Jordan	
↓	2. <b>Dashboard Report/Presentation</b> - Mike Jordan	
Facilities & Op.	3. <b>Sac Metro Air Quality Board Free Electric School Bus Program</b> - Craig Deason	
	<b>XIII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA</b>	Public Comments Invited
	<i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 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.</i>	
	<b>XIV. BOARD / SUPERINTENDENT REPORTS</b> (10 minutes)	Info
	<b>XV. CONSENT AGENDA</b> (5 minutes)	Action
	<i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i>	
Governance	1. Approve Adoption of Minutes from September 18, 2019 Regular Meeting	
Personnel	2. Approve Classified Personnel Transactions	
↓	3. Approve Certificated Personnel Transactions	
↓	4. Approve Job Description Revisions: Attendance Secretary - High School Instructional Specialist (IS) Instructional Specialist PH (ISPH) Office Assistant	
↓	5. Approve New Job Description: Occupational Therapist	
Special Ed	6. Ratify 2019/20 Individual Service Agreements: ISA #11, 12 Aldar Academy	
↓	7. Approve Professional Services Agreement: Jenna Eaton	
↓	8. Approve Professional Services Agreement: Suzanne Maciel	
↓	9. Ratify Professional Services Agreement: Dr. Marc Lerner, M.D.	
↓	10. Approve Donation of Chairs from Western Area Power Administration, Sierra Nevada Region, Elverta Facility	
Curr & Instr	11. Approve Professional Services Agreement: A Touch of Understanding	
↓	12. Approve Ellevation, LLC Subscription Agreement	
↓	13. Approve Oak Hill Title I Plan: October 2019 Revision	
↓	14. Approve 5th Grade Alliance Redwoods Trip - North Country	
↓	15. Approve CHS Girls Varsity Basketball Tournament - Selma, CA	
Facilities & Op.	16. Approve Work Proposal and Authorization - Commercial Contract	
↓	17. Approve Agreement Between Center Joint Unified School District and Rua & Son Mechanical	
↓	18. Approve Agreement Between Center Joint Unified School District and End Hill Sports, LLC	
Business	19. Approve Payroll Orders: July through September 2019	
↓	20. Approve Supplemental Agenda (Vendor Warrants): September 2019	

## **XVI. BUSINESS ITEMS**

Governance

### **A. First Reading: Board Policies/Regulations/Exhibits**

Action

#### **BP 1112 - Media Relations**

(BP revised)

Policy updated to expand the section on "Crisis Communications Plan" to apply to natural disasters, involve district technology personnel in the development of the plan, and expand the contents of the plan. Policy also updated to encourage the establishment of priorities and key messages for proactive communications with the media, clarify that media representatives can be required to register before coming on campus only if the district has adopted a policy requiring all visitors to register, and clarify that the only student directory information that may be released to the media is that information designated by the district in AR 5125.1 - Release of Directory Information.

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

(AR revised)

Regulation updated to add statement requiring the use of district procedures for claims against the district prior to filing a lawsuit. Regulation also defines "limited civil case" as one that is for an amount of \$25,000 or less.

#### **BP/AR 3551 - Food Service Operations/Cafeteria Fund**

(BP/AR revised)

Policy updated to reflect **NEW FEDERAL REGULATION (84 Fed. Reg. 8247)** and updated California Department of Education (CDE) guidance giving districts with an average daily attendance of less than 2,500 greater flexibility in the hiring of food service directors. Policy also consolidates material on nondiscrimination toward students who have unpaid meal fees and those who participate in the free and reduced-price meal program. Regulation updated to reflect **NEW LAW (AB 3043, 2018)** which permits the use of cafeteria funds to (1) pay for the purchase of a mobile food facility and (2) supplement the cost of providing universal breakfast in districts that do not provide universal breakfast under a federal program, provided they submit the required certification to CDE. Regulation also updates section on U.S. Department of Agriculture (USDA) donated foods to reflect current requirements for the safe storage and control of the foods. In both policy and regulation, CDE and USDA guidance renumbered when superseded by newer guidance.

#### **AR 4117.7/4317.7 - Employment Status Reports**

(AR revised)

Regulation updated pursuant to Education Code 44940 to include a violation or attempted violation of Penal Code 187 (murder) in the definition of a "mandatory leave of absence offense."

#### **BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions**

(BP added)

New policy addresses the avoidance of unlawful and inappropriate interactions between staff and students, an employee's responsibility to report another employee's violation of this policy, disciplinary consequences for staff, referral to law enforcement when appropriate, the requirement to post the code of conduct on school and/or district websites, and examples of conduct that are inappropriate or can create the appearance of impropriety.

#### **BP 5123 - Promotion/Acceleration/Retention**

(BP revised)

Policy updated to make minor revision reflecting current law pertaining to the requirement to provide remedial instruction to students who are recommended for retention or are identified as being at risk for retention.

#### **BP/AR 5136 - Gangs**

(BP/AR revised)

Policy and regulation updated to expand material related to supports and services for students identified as gang members and reflect best practices for gang prevention, intervention, and suppression described in **NEW RESOURCE** from the National Gang Center and in publication from the Los Angeles Police Department.

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

### **BP/AR 6142.2 - World Language Instruction**

(BP/AR revised)

Policy and regulation retitled to be consistent with terminology used in the Education Code pursuant to **NEW LAW (AB 2319, 2018)**. Policy and regulation updated to reflect **NEW STATE CONTENT STANDARDS** for world language instruction adopted by the State Board of Education in January 2019. Policy also reflects University of California guidance stating that American Sign Language courses may be used to satisfy world language coursework requirements for college admission, and reflects state regulations which require districts to establish a process for receiving and responding to input from parents/guardians and other stakeholders regarding the world language in which instruction will be provided in any program sufficient to produce proficiency in a world language. Regulation also reflects state regulation requiring districts to establish a process for receiving and responding to parent/guardian requests to establish a language acquisition program not currently offered at the school.

### **AR 6145.2 - Athletic Competition**

(AR revised)

Regulation updated to reflect **NEW LAW (SB 1109, 2018)** which requires districts to annually provide student athletes and their parents/guardians an opioid fact sheet produced by the Centers for Disease Control and Prevention.

### **BP/AR 6145.6 - International Exchange**

(BP/AR revised)

Policy updated to clarify the scope of the policy, separate material pertaining to district students studying in another country and material pertaining to international exchange students studying in district schools, and reflect CSBA Legal Guidance. Policy also addresses student eligibility, information to obtain from the placement organization, and methods that may be used to calculate the total cost of educating an international student for the purpose of determining tuition. Regulation reflects the requirement to provide the placement organization with written acceptance of a student's enrollment, clarifies that a student's enrollment may be for one semester or one year, and adds optional language regarding the provision of a school transcript.

### **E 6146.1 High School Graduation Requirements**

(E delete)

This exhibit was in place for the 2003-04 school year. This exhibit is no longer needed.

### **BP/AR 6174 Education for English Learners**

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2735, 2018)** which prohibits districts from denying English learners the opportunity to enroll in core curricular courses or courses needed for middle school promotion, high school graduation, or college admission. Policy also adds requirement to annually designate a district and site coordinator to oversee administration of the English Language Proficiency Assessments for California (ELPAC). Regulation reflects **NEW STATE REGULATION (Register 2019, No. 1)** which establishes a timeframe for notifying parents/guardians of their child's ELPAC test results when the results are received from the test contractor after the last day of instruction for the school year.

### **BP 6179 - Supplemental Instruction**

(BP revised)

Policy updated to reflect current law requiring the provision of remedial instruction to students who are recommended for retention or are identified as being at risk for retention. Policy also deletes reference to federal Title I program improvement which is no longer operational, and clarifies that schools identified for comprehensive or targeted school improvement may, but are not required to, offer supplemental instruction.

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

**BB/E 9321 - Closed Session**

(BB revised; E(1) and E(2) added)

Bylaw retitled and updated to incorporate material formerly in BB 9321.1 - Closed Session Actions and Reports. Bylaw also adds the requirement to provide final documents approved or adopted during closed session to persons who have submitted a request. Section on "Matters Related to Students" provides that student names should not be included on the agenda or reports of expulsion hearings pursuant to court decision. Section on "Security Matters" reflects the board's authority to meet in closed session with law enforcement officials to develop a tactical response plan. Section on "Real Property Negotiations" reflects Attorney General publication stating the board's authority to approve a final real property agreement in closed session. Section on "Pending Litigation" updates legal cites. Exhibit (1) added to provide examples of agenda descriptions of closed session items. Exhibit (2) added to provide examples of reports of closed session actions that must be made when the board reconvenes in open session following the closed session.

**BB 9321.1 - Closed Session Actions and Reports**

(BB deleted)

Bylaw deleted and key concepts incorporated in BB 9321 - Closed Session.

- |               |  |        |
|---------------|--|--------|
| <b>XVII.</b>  | <b>ADVANCE PLANNING</b>  | Info   |
|               | a. <i>Future Meeting Dates:</i>  |        |
|               | i. <i>Regular Meeting: Wednesday, November 20, 2019 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747</i> |        |
|               | b. <i>Suggested Agenda Items:</i>  |        |
| <b>XVIII.</b> | <b>CONTINUATION OF CLOSED SESSION (Item IV)</b>  | Action |
| <b>XIX.</b>   | <b>ADJOURNMENT</b>   | 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 XII-1

## Center Joint Unified School District

**AGENDA REQUEST FOR:**

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

**Date:** October 10, 2019 **Action Item**

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

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

**Initials:** moj

**# 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 2018-19 school year.

**RECOMMENDATION:**

**AGENDA ITEM #** XII-1

## Center Joint Unified School District

**AGENDA REQUEST FOR:**

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

**Date:** October 10, 2019

Action Item

**To:** Board of Trustees

Information Item XX

**From:** Michael Jordan

Director Curriculum, Instruction, and Special Education

Initials: MJS

0 #Attached Pages

**SUBJECT:** Dashboard Report/Presentation

Mr. Jordan will facilitate a presentation regarding the Dashboard for the Center Joint Unified School District.





**To:** Center Joint Unified School District Board of Education Members

**From:** Jamie Lemus, Division Manager, Sacramento Metropolitan Air Quality Management District

**Subject:** Announcing the availability of Electric School Bus Grant Funding for School Districts

I am writing to inform the Center Unified School District Board of Education Members of two funding programs for School Districts to purchase electric school buses that will be opening soon. The VW Environmental Mitigation Trust is a competitive statewide school bus replacement program. The Sacramento School Bus Incentive Program is a regional program that the Sacramento Metropolitan Air Quality Management District (Sac Metro Air District) is implementing for school Districts in Sacramento County. Both programs will provide funding to school districts to replace older, higher polluting buses with zero-emission equipment.

The VW Mitigation Trust has \$130 million in funds to replace older, high-polluting transit, school, and shuttle buses with new battery-electric or fuel-cell buses. During the project's 10-year period, approximately 425 vehicles will be replaced with a financial incentive amount of up to \$400,000 per vehicle. The funding is tentatively scheduled to be released on October 21, 2019. The Funds will be administered on a 1st come/1st serve basis<sup>1</sup>, so it is important that School Districts interested in applying be ready to submit on October 21. Further information on this program is available at <http://vwbusmoney.valleyair.org/>

The Sac Metro Air District is also implementing a grant program for school Districts to purchase electric-powered school buses. The Sacramento School Bus Incentive program can cover the cost for every School District in Sacramento County to purchase (1) Free Electric Bus, with further funding available to assist with the cost of purchasing additional buses. The District will be accepting applications for funding from October 15<sup>th</sup>, 2019 through December 20<sup>th</sup>, 2019. Detailed information on this program is available on the attached flier.

The Sac Metro Air District invites the Board of Education members & District staff to learn more about the School Bus Incentive programs and see EV buses in action at the upcoming NorCal Clean Fleet Tech Conference and Exposition October 15-17, 2019 at the McClellan Conference Center. Air District staff will be conducting a workshop on this and other incentive programs on Wednesday morning, October 16<sup>th</sup> at 8:00 am. Information and registration is available at: <http://norcalcleanfleetexpo.com/>

Replacing an older bus with a zero-emission bus eliminates particulate matter and other pollutants that impact children and residents riding the buses, as well as residents throughout California communities. Heavy-duty vehicles, including school buses, can be a source of toxic air contaminants, which can damage the body at a molecular level and makes changes that kill or injure the cells, resulting in cancer, heart disease, organ damage, birth defects, and even early death<sup>2</sup>. Research shows that children breathe more quickly than adults, taking in more air

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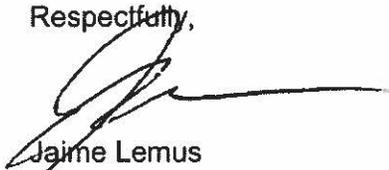
<sup>1</sup> The funding will be allocated within a formula to ensure equitable distribution of funds throughout the state.

<sup>2</sup> U.S. Environmental Protection Agency

per pound of body weight, so they are more likely to be affected. Young children exposed to toxic air contaminants are much more likely to develop cancer as a result than people who avoid that early-life exposure, up to 10 times as likely among children under 2 years<sup>3</sup>.

Sac Metro Air District staff are available to meet and assist with applications. We are very interested in working with the Center Joint Unified School District to bring this innovative technology to your students and community while improving regional air quality.

Respectfully,



Jaime Lemus  
Division Manager – Transportation & Climate Change  
Sacramento Metropolitan Air Quality Management District

SACRAMENTO METROPOLITAN



## 2019 School Bus Incentives

**Solicitation Open: October 15 - December 20, 2019**

### **TIER 1 - One (1) Free Electric Bus for each Sacramento County School District**

Projects must meet cost-effectiveness requirements per program guidelines  
Grant award amounts up to \$230,000/bus after HVIP funding is deducted from the invoice  
Approximately \$2,500,000 total incentive funds (CAP and Moyer)

### **TIER 2 - \$70,000 or less\* per Electric Bus Purchase**

Priority based on AB617 and DAC\*\* and using an equitable process to assign funding  
Projects must meet cost-effectiveness requirements per program guidelines  
Grant award amounts up to \$180,000/bus after HVIP funding is deducted from the invoice  
Approximately \$2,500,000 total incentive funds (CAP and Moyer)  
Unfunded ranked list will be saved and possibly assigned funding later

### **TIER 3 - Up to \$60,000/grant for Ultra-Low NOx school bus**

Total Moyer Funding Available \$600,000  
Maximum Individual Award is up to \$60,000/bus (Limit 2)

Bus fleet count, subject to CARB Truck and Bus Regulation, must be 10% electric in-use, route buses  
Fleet must be compliant with CARB Truck and Bus Regulation prior to award  
Competitive ranking based on cost-effectiveness and requested incentive amount  
Unfunded ranked list will be saved and possibly assigned funding later

\*Depends on individual quotes as selected by the school district and HVIP-approved vendor  
\*\*AB617 and DAC: The competitive ranking process will prioritize applications from identified Community Air Protection Program communities: <http://www.airquality.org/Air-Quality-Health/Community-Air-Protection/AB-617-Maps>

*Funding will be available for school buses servicing inside and outside targeted zones.*

Online Application: *Give Website information*  
Or email application to: Heather E. Taylor, [htaylor@airquality.org](mailto:htaylor@airquality.org)  
Or mail to: SMAQMD, Heather E. Taylor, 777-12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Sacramento, CA 95814

# Center Joint Unified School District

Dept./Site: Superintendent's Office	AGENDA REQUEST FOR:
To: Board of Trustees	Action Item <u>  X  </u>
Date: October 23, 2019	Information Item <u>          </u>
From: Scott A. Loehr, Superintendent	# Attached Pages <u>          </u>
Principal's Initials: <u>          </u>	

<p><b>SUBJECT: Adoption of Minutes</b></p> <p>The minutes from the following meeting are being presented:</p> <p style="text-align: center;">September 18, 2019 Regular Meeting</p> <p><b>RECOMMENDATION: The CJUSD Board of Trustees approve the presented minutes.</b></p>
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**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, September 18, 2019

### MINUTES

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

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

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 Negotiator, (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 Jeremy Hunt

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

2. Student Expulsions/Readmissions (G.C. §54962)  
Student Readmission 17/18-07 – Recommendation approved.

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

**Vote:** General Consent

Student Readmission 19/20-1 – Recommendation approved.

**Motion:** Wilson  
**Second:** Anderson

**Vote:** General Consent

**ADOPTION OF AGENDA** - There was a motion to approve the adoption of the agenda as amended: pull Consent Agenda Item #1 for separate consideration.

**Motion:** Pope

**Vote:** General Consent

**Second:** Wilson

### **STUDENT BOARD REPRESENTATIVE REPORTS**

1. Center High School - Jazmine Saheed was not available to report.
2. McClellan High School - Alyssa Divens was not available to report.

### **ORGANIZATION REPORTS**

1. CUTA - Venessa Mason, President, noted that Mr. Stu Deason, from Riles, is doing a gaming club is requesting donations of old TVs, game consoles, seating, and video games. She then noted that she met with Mr. Loehr today and gave some substitute teacher suggestions; the job postings have been posted on Ed Join and will be posted on social media. She noted that she had some other suggestions to make the sub experience a little better.
2. CSEA - Marie Huggins, President, noted that recently the classified organization put together a survey for members asking for input on items for negotiation. She noted that wages is on everyone's mind. Also, they would like to see the possibility of additional nurses and health aides; there is an increase of need at the sites. Another item that came up was that there were a lot of employees that were not happy with the facilities (lack of A/C in some classrooms at the beginning of school). Mrs. Huggins then noted that coming up in October and November they will be holding n nominations for President and Secretary, with elections in December.

### **COMMITTEE UPDATES**

**Facilities Committee Update** - Craig Deason, Assistant Superintendent of Operations & Facilities, reported on the following:

Modernizations:

- Oak Hill is approved through DSA; still waiting on North Country and Center High School

Summer Projects:

- summer projects are almost complete
- switch project finished in June
- stadium project basically is complete, but we are still adding on a few things to bring it to the level we want to get it to (need the goal posts repainted, in October planning to seal coat the asphalt to the north, 2 areas on the mondo track area that need to be replaced, and restripe track).

Developments:

- Elverta Park should be sold out in February, and completely occupied by Summer 2020.
- Gibson Crossing will have 162 homes. It's graded to street level. Next spring (2020) they will be pulling permits.
- Riolo Vineyards Mariposa has 27 homes occupied and 10 under construction.
- Glen Willow is putting in water lines from PFE down to their development. They are expecting homes by Spring of 2021 (may be about 175 homes?).
- Sierra Vista has model homes in 3 areas, and are grading the 4<sup>th</sup>. Thirteen homes are finished and 55 are under construction. There are 22 homes that they have pulled permits for that they haven't started.
- A Lennar development of 1,200 homes will be going in near Walerga Road and Baseline Road; this will be an age restricted (Del Webb type) community.

**COMMITTEE UPDATES (continued)**

- Also in Sierra Vista, but at the north end of Watt Avenue, there will be about 1,330 Lennar homes going in. They are planning for homes in Spring 2020.

Mr. Deason noted that there are agreements on the agenda tonight with architect an to do 2 things for the district: 1) design for a Technical Ed building, and 2) a site plan for a second school site in the Lennar Homes development in Sierra Vista. He noted that they have been meeting with Sierra Vista Developers to discuss how to acquire the land without giving our developer fees back to the state while we are in hardship. The district is also looking at CDE approvals for the elementary school in JMC so we are ready to go.

Trustee Pope asked what happened with Northborough. Mr. Deason noted that this project is on the shelf for now. Trustee Anderson noted that she received a hearing notice about 16<sup>th</sup> Street changing from a 4 lane back to a 2 lane; asked if he knew anything about that. Mr. Deason stated that he didn't. Trustee Wilson asked for an explanation about the developer fees going back to the state. Mr. Deason noted that when you are in hardship, if you have any capital funds that shows that you have money they will take that back. It is very tight what you can use the developer fees for. We can tag developer fees for a specific project.

Mr. Loehr noted that they have a great meeting/discussion with OPSC folks.

**REPORTS/PRESENTATIONS**

1. **SolarShares Update** – Mr. Deason, Assistant Superintendent of Operations & Facilities, introduced Damien Waples from SMUD. He gave a review of the proposed SolarShares Solution. He also shared a slide with the proposed savings for Center HS site. Currently it looks pretty good.

**COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA - None**

**BOARD/SUPERINTENDENT REPORTS**

**Mr. Wilson**

- attended a couple Riles volleyball games and a couple high school football games  
- noted that an electric bus company will be coming to the area; wanted to asked Damien Waples if he would be interested in sitting in on a meeting.

**Mrs. Anderson** – had nothing to report

**Mrs. Pope**

- Gibson Ranch is going to be run by the county again. She thanked the high school students that she has worked with

**Mr. J'Beily**

- thanked Mr. Ferguson and Mr. Jackson for the site tours; it was really enjoyable.  
- noted that we need to play a bigger part in community engagements; would love to see that happen. He noted that if anyone had any ideas, to please bring it up to the district's attention.

**Mr. Hunt** – had nothing to report.

**BOARD/SUPERINTENDENT REPORTS (continued)**

**Mr. Loehr**

- noted that we have talked a lot about family engagement.
- noted that there is a survey out on this topic, with a lot of responses so far.
- will be participating in another Multi Tier System of Support grant.
- SB328 (start times for schools) is on the governor's desk. High school start times would be after 8:30 and middle schools could start no earlier than 8:00 am. This would not take effect until the 2022/23 school year.
- SB419 (willful defiance) would expand through 8<sup>th</sup> grade. We would not be able to use the "K" on suspensions, but there are other options that can still be used.
- thanked Mr. Ferguson for bringing the idea of Aspiring Administrators. Mr. Ferguson set it up this year for meetings every other month. Mike and Scott presented at the first meeting and 19 people attended. The next presentation topic will be on discipline.
- thanked Mr. French, Mr. Borasi, and Mr. Ferguson who collaborated, and on Monday did a vertical collaboration.
- read a letter from the Contra Costa District Attorney.

**CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION**

1. Approved Adoption of Minutes from August 21, 2019 Regular Meeting

**Motion:** Wilson

**Second:** Anderson

**Ayes:** Anderson, Hunt, J'Beily, Wilson

**Noes:** None

**Abstain:** Pope

**CONSENT AGENDA**

1. *This item was pulled for separate consideration.*
2. Approved Change of October Board Meeting Date
3. Approved Classified Personnel Transactions
4. Approved Memorandum of Understanding with Sacramento Regional Transit District - Fare Media Distribution Agreement
5. Ratified 2019/20 Master Contracts:
  - #001 - Aldar Academy
  - #002 - Bright Start Therapies
  - #003 - Jabbergym
  - #005 - CCHAT
  - #007 - Placer Learning Center
  - #008 - Catapult Learning - Sierra Extension
  - #010 - Catapult Learning - Sierra Marconi
6. Ratified 2019/20 Individual Service Agreements:
  - ISA #4, 5, 6, 7 Placer Learning Center
  - ISA #9,10 Bright Start Therapies
7. Approved Memorandum of Understanding with Structured Sports Development Program, LLC
8. Approved Professional Service Agreement: Ahmed I Sulliman, DBA Apple Fix Pros
9. Approved Agreement between the Sacramento Public Library Authority and the Center Joint Unified School District
10. Approved Sacramento Cal-SOAP Consortium Memorandum of Understanding 2019-2020-8, between Sacramento County Office of Education (SCOE) and Center Joint Unified School District - for College Tutors for the AVID Program
11. Ratified 2019-2020 Memorandum of Understanding Agreement #19049, between Sacramento County Office of Education (SCOE) and Center Joint Unified School District for Professional Development

**CONSENT AGENDA (continued)**

- 12. Ratified Professional Services Agreement: Lifechangers Intl.
- 13. Ratified Professional Services Agreement: Lifechangers Intl.
- 14. Approved Field Trip: 6th Grade Students to Sly Park
- 15. Approved 2019-2020 Schoolwide Title One / CSI Single Plan for Student Achievement - McClellan
- 16. Approved 2019-2020 Single Plan for Student Achievement - Riles
- 17. Approved 2019-2020 Single Plan for Student Achievement - Spinelli
- 18. Approved 2019-2020 Single Plan for Student Achievement - North Country
- 19. Approved Professional Services Agreement: Carolyn M. Delgado
- 20. Approved Notice of Completion - Biondi Paving & Engineering - Repairs/ Replacement of Asphalt in the Maintenance Yard at the District Office
- 21. Approved Notice of Completion - Ellis & Ellis Sign Systems - Wall of Fame at Center High School
- 22. Approved Agreement Between Center Joint Unified School District and Nacht & Lewis Architects for Professional Services (2nd elementary site in Sierra Vista)
- 23. Approved Agreement Between Center Joint Unified School District and Nacht & Lewis Architects for Professional Services (CTE Facility)
- 24. Approved Agreement Between Center Joint Unified School District and ATI Architects & Engineers for Professional Services (uncertified DSA projects)
- 25. Approved Payroll Orders: July through August 2019
- 26. Approved Supplemental Agenda (Vendor Warrants): August 2019

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

**Vote:** General Consent

**BUSINESS ITEMS**

**A. APPROVED - Second Reading: Board Policies/Regulations/Exhibits**

Replace BP/AR	0420.4	Charter School Authorization
Replace BP/AR	3250	Transportation Fees
Replace BP	3510	Green School Operations
Replace BP/AR	3511	Energy and Water Management
Replace AR	3514	Environmental Safety
Replace BP	3540	Transportation
Delete AR	3540	Transportation
Replace BP	4119.22/4219.22/4319.22	Dress and Grooming
Replace BP/AR	5131.2	Bullying
Replace BP/AR	5132	Dress and Grooming
Replace BP	6142.6	Visual and Performing Arts Education
Replace BP	6146.1	High School Graduation Requirements

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

**Ayes:** Anderson, Hunt, J'Beily, Pope  
**Noes:** Wilson

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

President Hunt opened the public hearing at 6:40 p.m. There were no public comments. The public hearing was closed at 6:41 p.m.

**BUSINESS ITEMS (continued)**

**B. APPROVED - Certification of Provision of Standards-Aligned Instructional Materials**

**Motion:** Pope  
**Second:** Anderson

**Vote:** General Consent

**C. APPROVED - Resolution #6/2019-20: Statement of Assurances Instructional Materials Fund**

Mr. Loehr noted that this is a routine resolution that ensures that we have the materials for our students in their core subjects.

**Motion:** J'Beily  
**Second:** Pope

**Vote:** General Consent

**D. APPROVED - 2018-2019 Unaudited Actuals Report**

Mrs. Coronado shared slides of the budget reporting cycle, 2018-19 General Fund Unaudited Actuals, assigned ending fund balances of the unrestricted general fund, total unrestricted revenue vs. expenditures and other financial sources/uses, 2018-19 general fund expenditures, enrollment, funded ADA, and the next steps of the unaudited actuals.

Trustee Anderson inquired on the auditing company that the district currently uses and when the contract is up. She noted that it was her understanding that we change auditors every 4 years. Mrs. Coronado noted that we can use the same company, but would need to use a different team for the audit. Trustee Hunt asked if we know what the 1.0% is this year. Lisa said that she hasn't calculated that yet, but can send him that info tomorrow. Mr. Loehr asked if on the ADA slide if she takes the highest of the last 2 years. Mrs. Coronado noted that we can use the numbers from the current year or the prior year's numbers. Trustee Wilson asked if we have any funds going to GASB. Lisa noted that she put Fund 17 interest towards it, but did not budget anything more than that. Trustee Anderson inquired on a Consent Agenda item, and asked if the architect rates are compared. Mr. Loehr noted that these amounts are not out of the realm.

**Motion:** Pope  
**Second:** J'Beily

**Vote:** General Consent

**E. APPROVED - Resolution #7/2019-20: Gann Limit Resolution**

**Motion:** Wilson  
**Second:** Anderson

**Vote:** General Consent

**ADVANCE PLANNING**

- a. *Future Meeting Dates:*
  - i. *Regular Meeting: Wednesday, October 23, 2019 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- b. *Suggested Agenda Items: None*

**ADJOURNMENT – 6:54 p.m.**

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

**Vote:** General Consent

Respectfully submitted,

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

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Donald E. Wilson, Clerk  
Board of Trustees

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Adoption Date

# Center Joint Unified School District

		<b>AGENDA REQUEST FOR:</b>	
<b>Dept./Site:</b>	<b>Personnel Department</b>	<b>Action Item</b>	<b><u>X</u></b>
<b>Date:</b>	<b>October 23, 2019</b>	<b>Information Item</b>	<b>—</b>
<b>To:</b>	<b>Board of Trustees</b>	<b># Attached Pages</b>	<b><u>1</u></b>
<b>From:</b>	<b>David Grimes, Director of Personnel and Student Services</b>		

**Subject: Classified Personnel Transactions**

**New Hire**

Adriana Rice, Instructional Specialist/PH Autism  
 Georgia Standifer, Noon Duty  
 Frances Worm, Instructional Assistant

**Promotion**

Manuel Torres, Lead Custodian

**Resignation**

Paige Burdick, Instructional Specialist  
 Amber Guerra, Groundskeeper  
 Katlyn Voegeli, Instructional Specialist/PH Autism

**Retirement**

Nathan Baxter, Lead Custodian

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

**CONSENT AGENDA**

Adriana Rice has been hired as an Instructional Specialist/PH Autism at Center High School effective September 16, 2019.

Georgia Standifer has been hired as a Noon Duty at North Country Elementary School effective September 16, 2019.

Frances Worm has been hired as an Instructional Assistant at Dudley Elementary School effective September 30, 2019.

Manuel Torres has been promoted to Lead Custodian at Center High School effective September 23, 2019.

Paige Burdick has resigned from her position as Instructional Specialist at Wilson Riles Middle School effective September 25, 2019.

Amber Guerra has resigned from her position as Groundskeeper for the District Office effective October 7, 2019.

Katlyn Voegeli has resigned from her position as Instructional Specialist/PH Autism at Center High School effective September 10, 2019.

Nathan Baxter has retired from his position as Lead Custodian at Oak Hill Elementary School effective September 20, 2019.

# Center Joint Unified School District

		<b>AGENDA REQUEST FOR:</b>	
<b>Dept./Site:</b>	<b>Personnel Department</b>	<b>Action Item</b>	<input checked="" type="checkbox"/>
<b>Date:</b>	<b>October 23, 2019</b>	<b>Information Item</b>	<input type="checkbox"/>
<b>To:</b>	<b>Board of Trustees</b>	<b># Attached Pages</b>	<b><u>1</u></b>
<b>From:</b>	<b>David Grimes, Director of Personnel and Student Services</b>		

**Subject: Certificated Personnel Transactions**

**Resignations**

Irene Geivett, Wilson C. Riles Elementary School

**New Hire**

Gregory Mullin, Center High School

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

CONSENT AGENDA

### **Resignations**

Irene Geivett has submitted her intent to resign from her position as Special Ed. Teacher, Mild/Mod., Wilson C. Riles Elementary School, effective end of day on October 4, 2019.

### **New Hire**

Gregory Mullin has been temporarily hired as English Teacher for Center High School, effective December 2, 2019.

# Center Unified School District

**AGENDA REQUEST FOR:**

**Dept: Personnel**

**Date: October 9, 2019**

**To: Board of Trustees**

**From: David Grimes, Director of Personnel**

**Action Item   X**

**SUBJECT:       JOB DESCRIPTION REVISIONS**

During the 2018/19 school year, the Personnel Department participated in a joint endeavor with employee representatives and CSEA leadership to consider updates to several Classified Employee Job Descriptions. The purposes of such a review are to ensure that the District's Job Descriptions reflect current district needs for a position; that employees' essential functions are aligned with district needs and current practice; and that qualifications, abilities, trainings and technologies referenced are current and applicable.

The following Job Descriptions have been revised. CSEA provided notification on September 28, 2019 that the new Job Descriptions were ratified by a vote of their membership. A copy of each of the revised Job Descriptions is attached.

**Revised Job Descriptions**

**Attendance Secretary – High School  
Instructional Specialist (IS)  
Instructional Specialist PH (ISPH)  
Office Assistant**

**RECOMMENDATION:** The above revised Job Descriptions be approved.

**CONSENT AGENDA**

## CENTER JOINT UNIFIED SCHOOL DISTRICT

**JOB TITLE:** Attendance Secretary / High School

### **DESCRIPTION OF BASIC RESPONSIBILITIES**

Provides attendance monitoring and recording at a high school. Provides information for use by others in preparing required attendance reports.

**SUPERVISOR:** Site Administrator

### **Essential Functions:**

1. Performs a variety of clerical activities primarily related to student attendance.
2. Enters attendance and related data into a database. Edits and revises data, generates information and reports, as requested and according to established timelines.
3. Makes and receives phone calls and notes regarding student absences and early dismissals.
4. Receives and relays messages to students, staff and parents as necessary. Issues and verifies student off campus passes.
5. Maintains computerized data files and records relating to student attendance. Prepares and maintains a variety of list, records, and reports regarding student's attendance, SARB, tardiness, truancy and suspensions.
6. Assists parents, guardians, students and staff in areas of attendance including tardiness, truanancies, absence verification and other matters relating to attendance.
7. Refers serious attendance problems according to District procedures. Assist in identifying and resolving problems of students with frequent absenteeism.
8. Records Independent Study and Home and Hospital agreements and related documents as assigned.
9. Processes and maintains computer attendance files and related matters.
10. Interacts with District staff involved in the gathering, recording and reporting monthly and yearly attendance data. Prepares associated internal reports, county reports, ADA/enrollment, and associated state reports.
11. Answers telephones, takes messages, and/or refers callers to appropriate sources/staff.
12. Assists visitors in the attendance office. Provides information or directs to the appropriate office/staff.
13. May assign and review the work of student assistants.
14. Supervises students waiting in school office.
15. Monitors and responds to District communication system.
16. Performs other duties similar to the above in scope and function as required.

## **EMPLOYMENT STANDARDS:**

### **Knowledge of:**

1. District policies and procedures affecting student attendance.
2. Modern office methods, procedures and practices.
3. Recordkeeping systems and files.
4. Proper English usage, grammar, punctuation and spelling.

### **Ability to:**

1. Word process accurately at a rate required for successful job performance.
2. Learn the operations, procedures, policies, and requirements of assigned responsibilities.
3. Work with minimal supervision.
4. Operate standard office equipment/machines such as calculator/10 Key, copy machine, PC.
5. Establish and maintain routine records and reports.
6. Perform routine mathematical calculations.
7. Meet and maintain physical requirements necessary to perform assigned job functions in a safe and effective manner.
8. Communicate effectively in oral and written form.
9. Establish and maintain effective work relationships with those contacted in the performance of required duties.
10. Assist ill/injured students and administer basic first aid and medication in accordance with establish District policy, guidelines and District training.

## **EDUCATION, EXPERIENCE AND REQUIREMENTS:**

1. High School diploma or equivalent
2. Four (4) years experience in clerical/data entry work
3. TB Test clearance
4. Drug test clearance
5. Criminal Justice Fingerprint clearance

## **PHYSICAL CHARACTERISTICS:**

1. Sufficient vision to read printed material;
2. Sufficient hearing to conduct in-person and telephone conversations;
3. Understandable voice with sufficient volume and clarity to be heard in normal conversations;
4. Sufficient dexterity to write, use telephone and office equipment;
5. Sufficient strength to lift, carry, reach and handle objects;
6. Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

# CENTER JOINT UNIFIED SCHOOL DISTRICT

**JOB TITLE:** Instructional Specialist

## **DESCRIPTION OF BASIC RESPONSIBILITIES**

To assist Teachers with small and large group instruction, routine clerical recordkeeping, maintenance of classroom materials, and in the overall guidance and supervision of students including curricular and extra-curricular activities.

**SUPERVISOR:** Site Administrator

## **ESSENTIAL FUNCTIONS:**

1. Assists special education and general education teachers with planning and implementing programs individualized for students.
2. Assists students with skill development and learning strategies to evaluate and complete assigned activities.
3. Assists students with reading, spelling, mathematics, and other subjects according to instructions and guidance from teachers.
4. Works with individual students, groups, and/or an entire class in presenting instructional materials.
5. Administers and scores curriculum unit tests.
6. Informs teacher of student progress and/or behavior and other significant data.
7. Compiles routine instructional materials, such as worksheets and vocabulary lists.
8. Performs a variety of routine clerical and recordkeeping activities such as, but not limited to, filing, taking roll, filling out forms and applications, correcting papers, recording scores and tests, and preparing memoranda, forms, and worksheets and print orders.
9. Compiles lists and reports from available data.
10. Assists in supervising the activities of students in the classroom, on field trips, and in school/class activities.
11. Utilizes initiative and problem solving skills in dealing with student's behavior according to specific site/classroom guidelines.
12. Sets up and arranges supplies and equipment for student use.
13. Operates standard office equipment such as typewriter, photocopier, and computer.
14. Operates audio-visual equipment.
15. Records, dispenses, and shelves books and instructional materials.
16. May participate in parent-teacher conferences, IEP meetings and other meetings as requested.
17. May participate in the development of intervention plans and program policy development.
18. Performs other duties similar to the above in scope and function as required.

## **EMPLOYMENT STANDARDS:**

### **Knowledge of:**

- data record keeping;
- proper English usage, grammar, vocabulary, spelling and punctuation;
- child development levels and general behavior of students;
- behavior modification techniques;
- pertinent academic areas and learning situations.

### **Ability to:**

- demonstrate proficiency in reading, writing, and mathematical skills;
- understand and relate to students with behavioral, learning, or physical disabilities;
- supervise students with special needs;
- read and understand instructional manuals and guides;
- follow oral and written instructions with a minimum of direction;
- work independently and make minor decisions within the framework of established guidelines.
- adapt to individual needs of teachers and students;
- work with interruptions;
- work harmoniously with students and staff;
- understand and maintain confidentiality;
- meet and maintain the physical requirements necessary to perform assigned job functions in a safe and effective manner;
- communicate effectively in both oral and written form;
- establish and maintain effective work relationships with those contacted in the performance of required duties.

## **EDUCATION, EXPERIENCE AND REQUIREMENTS:**

- High School Diploma or equivalent;
- Training in child development, child psychology, or behavior modification desirable;
- Experience working with groups of children;
- First Aid Certificate including CPR training;
- TB test clearance.
- Criminal Justice Fingerprint clearance.

## **PHYSICAL CHARACTERISTICS:**

1. Sufficient vision to read printed material.
2. Sufficient hearing to conduct in-person and telephone conversations.
3. Understandable voice with sufficient volume and clarity to be heard in normal conversations.
4. Sufficient dexterity to write, use telephone, office equipment and media equipment.
5. Sufficient mobility and strength to fulfill essential functions.
6. Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

# CENTER JOINT UNIFIED SCHOOL DISTRICT

**JOB TITLE:** Instructional Specialist/PH Autism

## **DESCRIPTION OF BASIC RESPONSIBILITIES**

Work with special need students providing behavior and academic support and assist in implementing an effective educational programs for the students assigned by their case manager/behaviorist. Assist in providing instruction and meeting special needs which includes feeding, toileting, positioning, and monitoring health conditions of physically/emotionally handicapped students.

**SUPERVISOR:** Site Administrator

## **ESSENTIAL FUNCTIONS:**

1. Provide instruction as directed by teacher to individuals or small groups in a variety of areas including cognitive, gross and fine motor skills, feeding skills, self help skills and behavior control.
2. Assist teacher in maintaining health and safety of physically handicapped students by being aware of environment and the potential hazards of each child's actions.
3. Assist students with severe eating problems, monitor self-feeding students, and take appropriate action when students have difficulty while eating.
4. Assist students with personal hygiene, including washing hands and faces, toileting, and changing diapers and clothing as needed.
5. Monitor and control student behavior in accordance with established guidelines.
6. Assist other specialists with physical development activities.
7. Prepare students for mainstreamed classes according to established procedures.
8. Operate a variety of medical, orthopedic, office, and audio-visual equipment.
9. Administer first aid and CPR according to established guidelines.
10. Attend periodic and special training and in-services related to medical interventions and instructional program as required.
11. Assist students with braces and other orthopedic equipment to lift, position, and reposition students as needed.
12. Assist teacher in maintaining a variety of records related to student progress and medication records.
13. Prepare, maintain, set up and take down instructional materials.
14. Assist in maintaining assigned facility in a clean and sanitary condition.
15. Gather and provide information as requested for the IEP team. Attend IEP meetings as necessary.
16. Implement positive behavior intervention support policies.
17. Collaborate with case workers, general education teachers, and other staff as needed.
18. Assist students in social interactions.
19. Perform other duties similar to the above in scope and function as required.

## **EMPLOYMENT STANDARDS:**

### **Knowledge of:**

- Basic child development as it relates to special education students.
- Special needs of children with severe and multiple medical problems.
- Strategies and techniques of assisting in the instruction of physically handicapped and medically fragile students.
- First Aid and CPR procedures.
- Basic record-keeping techniques.
- Correct English usage, grammar, spelling, punctuation, and vocabulary.

### **Ability to:**

- Effectively assist teacher and maintain composure in responding to students' medical emergencies and behavioral challenges.
- Assist in toileting and feeding special education students.
- Learn and perform medical intervention techniques.
- Prepare instructional materials as directed by teachers.
- Maintain records as directed by the teacher.
- Work cooperatively with others and independently as needed.
- Communicate effectively both orally and in writing.
- Meet and maintain the physical requirements necessary to perform assigned job functions in a safe and effective manner.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Observation skills to learn behavioral patterns of special needs students.
- Maintain confidentiality.

## **EDUCATION, EXPERIENCE AND REQUIREMENTS:**

- High School Diploma or equivalent.
- Prefer one (1) year of experience working with children with special needs.
- Satisfactory completion of the California High School Proficiency Examination (Basic Skills Assessment Test).
- First Aid Certificate including CPR.
- TB test clearance.
- Criminal Justice Fingerprint clearance.

## **WORKING CONDITIONS:**

### **Environment:**

Diversified special education classroom environment.

### **Physical Abilities:**

- Sufficient hearing, vision, and speaking to monitor students during classroom activities, and to exchange information and provide assistance to students.
- Bending at the waist to assist students.
- Walking and standing for extended periods of time.
- Sufficient strength, flexibility, and stamina to assist students in any physical capacity necessary.
- Dexterity of hands and fingers to operate specialized equipment or office equipment.

### **Hazards:**

Verbally and physically abusive handicapped students; exposure to blood pathogens and various body fluids.

# CENTER JOINT UNIFIED SCHOOL DISTRICT

**JOB TITLE:** Office Assistant

## **DESCRIPTION OF BASIC RESPONSIBILITIES**

To perform a variety of responsible clerical support activities including typing, filing, telephoning and record keeping of school site programs and office operations.

**SUPERVISOR:** Principal

## **ESSENTIAL FUNCTIONS:**

1. Performs a variety of clerical activities related to the function of assigned school site office and/or programs.
2. Prepares memos, correspondence, and/or reports as needed.
3. Answers telephones, takes messages, and/or refers callers to appropriate sources/staff.
4. Receives visitors in school office, provides information, or directs to appropriate office/staff.
5. Contacts teachers/parents by telephone to verify absences and early dismissals to update emergency cards and to obtain other necessary information.
6. Files a variety of information; maintaining alphabetical and or numerical order.
7. Maintains computerized data files and records relating to student attendance, records entering/withdrawing students, records/updates emergency information and prepares reports.
8. Generates and distributes daily student absence report.
9. Files student grades, schedules, health, and discipline information.
10. Processes forms, applications, and/or other paperwork for school office and programs.
11. Performs basic First Aid for ill/injured students and administers medication in accordance with established District policies, guidelines, and District training.
12. May be assigned to maintain/monitor pupil funds.
13. Operates variety of standard office equipment.
14. May assign and review the work of student assistants.
15. Supervises students waiting in school office.
16. Orders materials, supplies, and equipment; maintains records of purchase orders, invoices, expenses; inventories and logs upon arrival.
17. Monitors and responses to District communication system.
18. Performs other duties similar to the above in scope and function as required.

## **EMPLOYMENT STANDARDS:**

### **Knowledge of:**

- Modern office methods, procedures, and practices;
- Computer terminology;
- Proper English usage, grammar, punctuation, and spelling.

**Ability to:**

- Demonstrate proficiency in reading, writing, and mathematical skills sufficient to obtain a passing score on a standardized proficiency test;
- Learn the operations, procedures, policies, and requirements of assigned site program and operation;
- Word process accurately at a rate required for successful job performance;
- Operate standard office equipment/machines such as calculator, copy machine, computer effectively and efficiently;
- Perform routine arithmetical calculations;
- meet and maintain physical requirements necessary to perform assigned job functions in a safe and effective manner;
- Communicate effectively in oral and written form;
- establish and maintain effective work relationships with those contacted in the performance of required duties.
- Administer basic first aid.

**EDUCATION, EXPERIENCE AND REQUIREMENTS:**

- High School Diploma or equivalent.
- TB test clearance.
- Criminal Justice Fingerprint clearance.

**PHYSICAL CHARACTERISTICS:**

- Sufficient vision to read printed material;
- Sufficient hearing to conduct in-person and telephone conversations;
- Understandable voice with sufficient volume and clarity to be heard in normal conversations;
- Sufficient dexterity to write, use telephone and standard office equipment;
- Ability to sit and stand for extended periods of time.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

# Center Unified School District

**AGENDA REQUEST FOR:**

**Dept: Personnel**

**Date: October 9, 2019**

**To: Board of Trustees**

**From: David Grimes, Director of Personnel**

**Action Item   X**

**# Attached Pages   3**

**SUBJECT: NEW JOB DESCRIPTION – OCCUPATIONAL THERAPIST**

The District has created the new classified employee position of Occupational Therapist. The Job Description and Salary Range are attached.

CSEA notified the District on September 28, 2019 that the Job Description and Salary Range has been ratified by their membership.

**Recommendation: Approve the Occupational Therapist Job Description and Salary Range.**

CONSENT AGENDA

# CENTER JOINT UNIFIED SCHOOL DISTRICT

**JOB TITLE:** Occupational Therapist

## **DESCRIPTION OF BASIC RESPONSIBILITIES**

Provides occupational therapy services, to the identified students, to assist-in acquiring the physical functional performances skills need to participate in and benefit from educational programs and function independently; oversees Occupational Therapy services as defined by the California State Occupational Therapy Scope of Practice.

**SUPERVISOR:** Director of Special Education

## **ESSENTIAL FUNCTIONS:**

1. Evaluate student performance in a variety of areas including fine motor task, sensory impairments, perceptual motor skills, self-care, posture and movement, and need for adaptive services using a variety of evaluations and assessment procedures and methods, including standardized and/or criterion-reference measures, interviews, questionnaires and rating scales, skilled clinical observations, and review of records.
2. Presents evaluation findings to Individualized Education Plan (IEP) teams and recommends services.
3. Designs treatment programs aimed at improving the above areas of function, as they relate to a student's educational needs.
4. Develops goals and objectives as a part of the student IEP and provides direct and/or consultative therapy services in order to meet those education goals.
5. Provides in-service and training for the instructional staff and parents.
6. Orders specialized equipment for student use, as appropriate.
7. Makes adaptations for equipment and instructional/communication materials, as appropriate.
8. Coordination of collateral and rehabilitation series for students and families.
9. Responsible for case management for students as it pertains to occupational therapy.
10. Acts as a liaison between students, families school personnel and community agencies.
11. Researches resources and methods for the purpose of determining the appropriate approach for addressing the functional goals of students (i.e. intervention and treatment techniques, assessment tools and methods, community resources, etc.).
12. Attends program related meetings, training and workshops.
13. Participates in inter- and intra-agency planning and staff meetings related to students.
14. Provides referrals to appropriate in-district and community resources.
15. Maintains appropriate student assessment, evaluation and educational records.
16. Completes and submits a variety of forms, evaluations and program reports.
17. Performs related work as required.

## **EDUCATION AND EXPERICE.**

Minimum of a Bachelor's Degree in Occupational Therapy from an accredited college or university required.

## **LICENSES AND CERTIFICATIONS:**

- Valid License as a Certificated Occupational Therapist issued by the California Board of Occupational Therapy.
- Valid California Class C driver's license issued by the California Department of Motor Vehicles within 30 days of hire or before driving any vehicle requiring this license.
- TB Test Clearance
- Criminal Justice Fingerprint Clearance

## **KNOWLEDGE, SKILLS AND ABILITY:**

- Knowledge of laws, rules and regulations applicable to providing occupational therapy services.
- Knowledge of occupational therapy principles and practices.
- Knowledge of community agencies and referral resources.
- Knowledge of computers and assorted software programs.
- Ability to work effectively with all levels of district staff, parents, health care professionals and other health care agencies.
- Ability to communicated effectively both verbally and in writing with administrators, staff, students and community.
- Ability to read, interpret and explain policies, programs and reports.
- Ability to work independently with minimum direction and make decisions with the framework of established guidelines.
- Ability to determine appropriate methods based on upon interpretation and application of established guidelines to accomplish goals.
- Ability to prioritize and meet deadlines.
- Ability to formulate and implement educational plans as it pertains to occupational therapy.
- Ability to analyze and resolve problems with tact and diplomacy.
- Ability to plan, provide feedback and assess program effectiveness.
- Ability to compile program reports.
- Ability to establish and maintain records and maintain a confidentiality of privileged information obtained in the course of work.
- Ability to maintain consistent, punctual and regular attendance.

## **WORKING CONDITIONS:**

### **Work Environment:**

- Indoor office, classroom, motor-room and outdoor environment.
- Moderate noise
- Drive a vehicle to conduct work
- Continuous contact with students and staff

### **Typical Physical Characteristics:**

- Move about school facilities and student home facilities to conduct work, including kneeling, stooping and remaining in a stationary position for long periods of time.
- Communicate to exchange information in person, in small groups and on the telephone.
- Inspect documents and other written materials in fine print.
- Transport or move students, therapy equipment and other objects such as wheelchairs and mobility equipment.
- Operate office equipment requiring repetitive hand movement and fine coordination.

# Center Joint Unified School District

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b>	<b>SPECIAL EDUCATION</b>	
<b>Date:</b>	<b>October 7, 2019</b>	<b>Action Item</b> <input checked="" type="checkbox"/>
<b>To:</b>	<b>Board of Trustees</b>	<b>Information Item</b>
<b>From:</b>	<b>Mike Jordan</b> <b>Director of Curriculum, Instruction and Special Education</b> <b>Initials:</b> <u>MDJ</u>	<b># Attached Pages</b> <u>0</u>

<b>SUBJECT:</b>	Individual Service Agreements
<p>Please ratify the following ISAs for CJUSD special education students to receive services at a Non-Public School, as the IEP has indicated for the 19/20 School Year.</p> <p>ISA # 11, 12 - Aldar Academy</p>	
<b>RECOMMENDATION:</b>	CJUSD Board of Trustees Ratify Individual Service Agreements

AGENDA ITEM # XV-6

CONSENT AGENDA

# Center Joint Unified School District

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b>	<b>SPECIAL EDUCATION</b>	
<b>Date:</b>	<b>October 10, 2019</b>	<b>Action Item</b> <input checked="" type="checkbox"/>
<b>To:</b>	<b>Board of Trustees</b>	<b>Information Item</b>
<b>From:</b>	<b>Mike Jordan</b>	<b># Attached Pages</b> <u>5</u>
	<b>Director of Curriculum, Instruction and Special Education</b>	
	<b>Initials:</b> <u>MJD</u>	

<b>SUBJECT: PROFESSIONAL SERVICE AGREEMENT</b>	
<b>CONSULTANT'S NAME:</b>	Jenna Eaton
<b>COMPANY NAME (if applicable)</b>	
<b>SERVICE(S) TO BE RENDERED:</b>	Provide Physical Therapy services as indicated in CJUSD student IEP(s)
<b>DATE(S) OF SERVICE:</b>	10/10/2019-6/30/2020
<b>PAYMENT PER HOUR:</b>	\$100 / hour
<b>FUNDING SOURCE:</b>	01-6500-0-5800-102-5750-1180-019-000
<b>RECOMMENDATION:</b>	CJUSD Board of Trustees Ratify Professional Service Agreement with Jenna Eaton

**AGENDA ITEM #** XV-7

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: Jenna Eaton

Address:

Phone: 530-263-5466  
Taxpayer ID #:

\*Full description of services to be provided:

Provide Physical Therapy services to CJUSD student for the 19/20 school year. This includes assessments necessary for Triennial/Initial IEPs.

\*Payment \$100 per hour. 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: 10/10/2019 \*Frequency of Service Dates: as indicated on IEPs

\*Ending Date of Service: 6/30/2020

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 \$14,000 Budget # 01-6500-0-5800-102-5750-1180-019-000

Reason service cannot be provided by a District employee:  
CJUSD does not have a PT on staff

Signature of CONTRACTOR*: <u>Jenna Eaton</u>	Date*: <u>10/10/19</u>
Signature of District employee requesting service: <u>M. J. [Signature]</u>	Date: <u>10/10/19</u>
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

When contracting with an individual for services the district must establish the nature of the employment relationship. This should occur prior to any services being performed and issuance of any payment. Once the legal relationship is determined, the method of payment is prescribed by law. The problem occurs in the area of who is or is not an employee. There is no clear-cut definition of what constitutes an employee. Instead, there are the twenty common law factors that must be analyzed by the district and the district makes the determination.

IRS Publication SWR 40, *Public Schools and Employment Taxes*, lists workers that have already been determined by IRS to be employees. These are individuals performing the duties of:

- Administrators
- Teachers/instructors
- Substitutes
- School bus drivers
- Clerical staff
- Athletic coaches
- Tutors
- Cafeteria workers
- Counselors
- Examination monitors
- Proctors
- Librarians

In addition to the categories above, the revenue agent recently reclassified the following categories as employees:

- Nurses
- Psychologists
- Intern psychologists
- Individuals "filling in" on an interim basis
- Specialty teacher (art, poetry, music, etc.)

What the district calls the individual is irrelevant to the analysis of the employment relationship. The IRS looks at the facts and the relationship on a case by case basis.

If the individual in question is not in one of the above categories, you may use the guidelines on the following page to analyze the employment relationship between the district and the individual. *We recommend the completed guidelines be kept on file with the District Consultant Contract for any future IRS inquiries.* The 20 common law factors have all been considered in developing the attached questionnaire.

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 checked="" 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 <u>not necessary</u> 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 checked="" type="checkbox"/>	<input 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 <u>both</u> 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

<p>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></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>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></p>	<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

<p>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></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>14. Is this paid by the job or on a commission?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>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></p>	<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. 01/18/2017)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

This Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Name (as shown on your income tax return. Name is required on this form; do not leave this blank)

*Barbara H. Eaton*

Business name (if applicable; enter name, if different from above)

Print or type.  
See separate instructions for paper filing.

Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following except boxes:

- Individual sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
- Other (see instructions)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

A. Exemptions (do not apply to certain entities; see instructions on page 10)

Exempt payee code (if any)

Exempt from FATCA reporting code (if any)

Appplies to decedent (estate) of a U.S. citizen

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

City, state, and ZIP code

Requester's name and address (optional)

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

[Redacted]

or

Employer identification number

[Redacted]

## 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

*Barbara H. Eaton*

Date **7/24/19**

## 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 requested) 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 amounts 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 1099 (home mortgage interest), 1099-E (student loan interest), 1099-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 may be subject to backup withholding. See *What is backup withholding*, later.

[Quoted text hidden]

# Center Joint Unified School District

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b>	<b>SPECIAL EDUCATION</b>	
<b>Date:</b>	<b>October 10, 2019</b>	<b>Action Item</b> <input checked="" type="checkbox"/>
<b>To:</b>	<b>Board of Trustees</b>	<b>Information Item</b>
<b>From:</b>	<b>Mike Jordan</b>	<b># Attached Pages</b> <u>5</u>
	<b>Director of Curriculum, Instruction and Special Education</b>	
	<b>Initials:</b> <u>moj</u>	

<b>SUBJECT:</b>	<b>PROFESSIONAL SERVICE AGREEMENT</b>
<b>CONSULTANT'S NAME:</b>	Suzanne Maciel
<b>COMPANY NAME (if applicable)</b>	
<b>SERVICE(S) TO BE RENDERED:</b>	Provide Physical Therapy services as indicated in CJUSD student IEP(s)
<b>DATE(S) OF SERVICE:</b>	10/10/2019-6/30/2020
<b>PAYMENT PER HOUR:</b>	\$100 / hour
<b>FUNDING SOURCE:</b>	01-6500-0-5800-102-5750-1180-019-000
<b>RECOMMENDATION:</b>	CJUSD Board of Trustees Ratify Professional Service Agreement with Suzanne Maciel

**AGENDA ITEM #** XV-8

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: Suzanne Maciel

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

Phone: (916) 832-8404 Taxpayer ID #: \_\_\_\_\_

\*Full description of services to be provided:

Provide Physical Therapy services to CJUSD student for the 19/20 school year. This includes assessments necessary for Triennial/Initial IEPs.

\*Payment \$100 per hour. 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: 10/10/2019 \*Frequency of Service Dates: as indicated on IEPs

\*Ending Date of Service: 6/30/2020

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 \$14,000 Budget # 01-6500-0-5800-102-5750-1180-019-000

Reason service cannot be provided by a District employee:

CJUSD does not have a PT on staff

Signature of CONTRACTOR\*: Suzanne Maciel, PT Date\*: 10-11-19

Signature of District employee requesting service: M. J. [Signature] Date: 10/12/19

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

When contracting with an individual for services the district must establish the nature of the employment relationship. This should occur prior to any services being performed and issuance of any payment. Once the legal relationship is determined, the method of payment is prescribed by law. The problem occurs in the area of who is or is not an employee. There is no clear-cut definition of what constitutes an employee. Instead, there are the twenty common law factors that must be analyzed by the district and the district makes the determination.

IRS Publication SWR 40, *Public Schools and Employment Taxes*, lists workers that have already been determined by IRS to be employees. These are individuals performing the duties of:

- Administrators
- Teachers/instructors
- Substitutes
- School bus drivers
- Clerical staff
- Athletic coaches
- Tutors
- Cafeteria workers
- Counselors
- Examination monitors
- Proctors
- Librarians

In addition to the categories above, the revenue agent recently reclassified the following categories as employees:

- Nurses
- Psychologists
- Intern psychologists
- Individuals "filling in" on an interim basis
- Specialty teacher (art, poetry, music, etc.)

What the district calls the individual is irrelevant to the analysis of the employment relationship. The IRS looks at the facts and the relationship on a case by case basis.

If the individual in question is not in one of the above categories, you may use the guidelines on the following page to analyze the employment relationship between the district and the individual. *We recommend the completed guidelines be kept on file with the District Consultant Contract for any future IRS inquiries.* The 20 common law factors have all been considered in developing the attached questionnaire.

**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 checked="" 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 <u>not necessary</u> 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 checked="" type="checkbox"/>	<input 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 <u>both</u> 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

<p>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></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>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></p>	<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

<p>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></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>14. Is this paid by the job or on a commission?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>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></p>	<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.

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Suzanne C. Maciel</b>	
2 Business name/disregarded entity name, if different from above	
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. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
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.

<b>Social security number</b>								
<b>OR</b>								
<b>Employer identification number</b>								

**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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Suzanne Maciel, PT</i>	Date ▶ <i>9-25-19</i>
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**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>SPECIAL EDUCATION</b>	
<b>Date:</b>	<b>September 17, 2019</b>	<b>Action Item</b> <input checked="" type="checkbox"/>
<b>To:</b>	<b>Board of Trustees</b>	<b>Information Item</b>
<b>From:</b>	<b>Mike Jordan</b>	<b># Attached Pages</b> <u>1</u>
	<b>Director of Curriculum, Instruction and Special Education</b>	
	<b>Initials:</b> <u>MOJ</u>	

<b>SUBJECT:</b>		<b>PROFESSIONAL SERVICE AGREEMENT</b>
<b>CONSULTANT'S NAME:</b>	Dr. Marc Lerner, M.D.	
<b>COMPANY NAME (if applicable)</b>		
<b>SERVICE(S) TO BE RENDERED:</b>	For the purpose of billing Medi-Cal for reimbursement of services provided to CJUSD students, Dr. Lerner will approve district protocols for medically necessary speech therapy.	
<b>DATE(S) OF SERVICE:</b>	09/13/2019-06/30/2020	
<b>PAYMENT PER HOUR:</b>	\$200	
<b>FUNDING SOURCE:</b>	01-6500-0-5800-102-5750-1180-003-000	
<b>RECOMMENDATION:</b>	CJUSD Board of Trustees Ratify Professional Service Agreement with Dr. Lerner	

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 13th day of August, 2019, 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: Dr. Marc Lerner, Developmental & Behavioral Pediatrics

Address: 1 Medical Plaza Drive, Irvine, CA 92697

Phone: (949) 824-8600 Taxpayer ID #:

\*Full description of services to be provided:

Approve District protocols for medically necessary speech therapy.

\*Payment \$200.00 per hour. 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: 9/13/19 \*Frequency of Service Dates: Every two years

\*Ending Date of Service: 9/13/21

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 \$200.00 Budget # 01-6500-0-5800-102-5750-1180-003-000

Reason service cannot be provided by a District employee:

Medical doctor required; no MD on CJUSD staff

Signature of CONTRACTOR\*: Marc Lerner MD

Date\*: 9/17/19

Signature of District employee requesting service: [Signature]

Date: 9/17/19

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 checked="" 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 <u>not necessary</u> 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 checked="" type="checkbox"/>	<input 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
<p>11. Does the individual operate an independent trade or business that is available to the general public?</p> <p><i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: If the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?</p> <p><i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i></p>	<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
<p>13. Does the individual provide all materials and support services necessary for the performance of this service?</p> <p><i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>14. Is this paid by the job or on a commission?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?</p> <p><i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i></p>	<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.

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <span style="font-size: 1.2em; font-family: cursive;">Marc Alan Texner</span></p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC     <input type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**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.

Notes: 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.

<b>Social security number</b>	
OR	
<b>Employer identification number</b>	

**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 this certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <span style="font-size: 1.5em; font-family: cursive;">Marc Alan Texner</span>	Date ▶ 8/21/19
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**Purpose of Form**

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- 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.*



AGENDA ITEM #: XV-11

# CENTER JOINT UNIFIED SCHOOL DISTRICT

		AGENDA REQUEST FOR	
DEPT. / SITE:	Spinelli Elementary	ACTION ITEM	<u>  X  </u>
TO:	Board of Trustees	INFORMATION ITEM	<u>  JO  </u>
DATE:	September 19, 2019	# ATTACHED PAGES	<u>  5  </u>
FROM:	Julie Opfer		
PRINCIPAL'S INITIALS	_____		
<b>SUBJECT:</b> Seeking Board approval of Spinelli's Seeking Board approval for A Touch of Understanding to present Disability Awareness to our fourth grade students on November 1, 2019. The cost is \$675.			

CONSENT AGENDA

RECOMMENDATION: The CJUSD Board of Trustees approve the assembly for Spinelli Elementary School.

AGENDA ITEM #: XV-11



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 \_\_\_\_\_, 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: A Touch of Understanding

Address: 5280 Stirling Street #102, Granite Bay, CA 95746

Phone: 916-791-4146 Taxpayer ID #: 68-0389777

\*Full description of services to be provided: Disability Awareness workshop for 4th graders

\*Payment \$675 per \_\_\_\_\_. CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

\*Beginning Date of Service: 11/1/19

\*Frequency of Service Dates:

\*Ending Date of Service: 11/1/19

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 \$ 675 Budget #

01-0000-0-4300-240-1110-1000-011-996

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR:

*[Handwritten Signature]*

Date: 7/17/19

Signature of District employee requesting service: <u>[Signature]</u>	Date: <u>9/9/9</u>
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 checked="" 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
10. Can this relationship be terminated without the consent of both parties?	<input checked="" type="checkbox"/>	<input 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

PART II - continued

	YES	NO
<p>11. Does the individual operate an independent trade or business that is available to the general public?</p> <p><i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is not available to the general public. NOTE: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the district and the individual performing services.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?</p> <p><i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i></p>	<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
<p>13. Does the individual provide all materials and support services necessary for the performance of this service?</p> <p><i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>14. Is this paid by the job or on a commission?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?</p> <p><i>Generally, these types of expenses are paid by an employer; however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i></p>	<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.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
A Touch of Understanding, Inc

**2** Business name/disregarded entity name, if different from above

**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     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ Tax Exempt Organization Code 501(c)3

**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.  
5280 Stirling Street, Suite 102

**6** City, state, and ZIP code  
Granite Bay CA 95746

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

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

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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.

**Social security number**  
 [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ]

**OR**

**Employer identification number**  
68 - 0369777

**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.

**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 ▶ Meghan Adami    Date ▶ 7/12/19

### 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>Dept./Site:</b> Instructional Services	<b>AGENDA REQUEST FOR:</b>
<b>Date:</b> October 8, 2019	Action Item <u>  X  </u>
<b>To:</b> Board of Trustees	Information Item
<b>From:</b> Tami J'Beily Coordinator of Categoricals	# Attached Pages <u>  13  </u>

**SUBJECT:** EL Compliance and Monitoring Software

**CONSULTANT'S NAME:** Ellevation, LLC

**SERVICES TO BE RENDERED**

**DATES OF SERVICE:** November 1, 2019 – October 31, 2020.

**PAYMENT PER YEAR:** \$6780.00

**TOTAL AMT OF CONTRACT:** \$6780.00

**FUNDING SOURCE:** 01-4203-0-4300-103-4760-100-019-000

Ellevation Platform EL Monitoring and Compliance @ 565 EL Students

Data Services

**RECOMMENDATION:** CJUSD Board of Trustees approve the services agreement between Ellevation Education and CJUSD.

**CONSENT AGENDA**

# Ellevation Subscription Agreement

This Subscription Agreement ("Agreement") is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below. Customer understands that this Agreement is governed by the Terms and Conditions attached hereto as **Exhibit A**, which are incorporated herein by reference. In the event of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control. This Agreement is effective as of the Subscription Start Date set forth below

<b>Company:</b> Ellevation Education	<b>Customer:</b> Center Joint Unified School District, CA
<b>Representative:</b> Joshua Bolduc	<b>Contact Name:</b> Tami JBeily
<b>Email:</b> joshua.bolduc@ellevationeducation	<b>Email:</b> tjbeily@centerusd.org
<b>Phone:</b> 617-307-5755	<b>Phone:</b> (916) 338-7581
<b>Address:</b> 38 Chauncy St, 9th Floor, Boston, MA 02111	<b>Address:</b> 8408 Watt Ave, Antelope, CA 95843
<b>Start Date:</b> 11/1/2019	<b>End Date:</b> 10/31/2020

## Annual Subscription Fees

Product	Quantity	Unit Price	Total Fees
CA Bundle	565	\$12.00	\$6,780.00

<b>Subscription Total:</b>	<b>\$6,780.00</b>
----------------------------	-------------------

## Services Fees

<b>Services Total:</b>	<b>\$0.00</b>
------------------------	---------------

## Total Investment

<b>Grand Total:</b>	<b>\$6,780.00</b>
---------------------	-------------------

Invoicing Schedule:

Payment Term: Net 30

Contract Term: 12

## 1 Definitions.

- 1.1 The "Platform" is Ellevation's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is hosted, served or managed by Ellevation or Ellevation's third-party service provider, and furnished to Customer under this Agreement. The Platform provides for the ability for Customer to: (1) utilize Ellevation's proprietary data management system for English Language Learners or "ELLs"; (2) access reporting tools related to the productivity and performance of Customer's ELLs; and (3) utilize instructional content for Customer's ELLs.
- 1.2 "Customer User" shall mean any of Customer's authorized users of the Platform.
- 2 **Services.** Ellevation agrees to deliver the software and perform the services described in any Statement of Work ("SOW") which may be issued hereunder from time to time, and any such SOW are incorporated into this Agreement by reference (the "Services").
- 3 **Fees and Payment.** Customer will pay the Subscription Fees and any related fees, as applicable, as set forth in Customer's Subscription Agreement. All invoices are payable within thirty (30) calendar days following receipt by Customer. Past due amounts are subject a late payment charge, until paid, at the rate of One and a Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.
- 4 **Term and Renewal.** The term of this Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date of this Agreement unless otherwise expressly stated in the Agreement ("the "Initial Subscription Term"). Following expiration of the Initial Subscription Term, Customer's subscription will automatically renew for successive twelve (12) month renewal terms (each a "Renewal Term") unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Subscription Term or any subsequent Renewal Term. The Initial Subscription Term and Renewal Term(s) shall be collectively referred to herein as "Term." Ellevation may raise the Subscription Fees any time after the expiration of the Initial Subscription Term with such increases effective thirty (30) days following advance written notice to Customer.

## 5 License Grant

- 5.1 **Customer Users** Ellevation will provide user account(s) for the number of authorized Customer's Users.
- 5.2 **Permitted Use** During the Term of this Agreement, Ellevation hereby grants Customer a worldwide, non-exclusive, non-transferable right to access, use the features and functionality of the Platform solely for Customer's educational purposes, subject to the terms and conditions of this Agreement. All rights not granted in this Agreement are reserved by Ellevation.
- 5.3 **Prohibited Use** Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) "frame," distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user's access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (f) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of Intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

Customer must also ensure that: (a) it provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; and (d) that neither Customer nor any Customer User will impersonate another user of the Platform or provide false identity information to gain access to or use the Platform.

## 6 Ownership and Rights

- 6.1 **Ownership of Customer Content.** Customer retains all right, title and interest in: (i) any data, files, attachments, text, images, and other content that Customer or a Customer User uploads or submits to the Platform under this Agreement; and (ii) any reports produced by Customer in connection with use of the Platform (collectively, "Customer Content").
- 6.2 **Limited Use of Customer Content by Ellevation.** During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.
- 6.3 **Ownership of Platform.** As between the parties, Ellevation retains all right, title and interest (including all intellectual property and proprietary rights therein) in and to the following but excluding any Customer Content: (a) the Platform

and the technology and software used to provide it; (b) all electronic and print documentation and other content made available or collected through the Platform; and (c) all data or information contained in or derived from the Platform (collectively, "Ellevation Data"). Subsections (a), (b) and (c) are defined as the "Ellevation IP". Except as expressly set forth in this Agreement, Ellevation shall have the right to use or disclose the Ellevation IP including the Ellevation Data at its sole discretion. In addition, except for Customer's rights to access and use the Platform set forth in this Agreement, nothing in this Agreement licenses or conveys any right to the Ellevation IP to anyone, including Customer

6.4 **Feedback.** Ellevation will have a perpetual right but not the obligation to use and incorporate into the Platform any feedback or suggestions for enhancement that Customer provides to Ellevation concerning the Platform ("Feedback"), without any obligation of compensation. Customer hereby acknowledges that Feedback shall be considered Ellevation IP.

## 7 Confidentiality and Data Security.

7.1 **Confidentiality.** As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform).

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

7.2 **Confidentiality of Student Records.** Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.

7.3 **Data Security.** Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

7.4 **Notification of Breach.** Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.

7.5 **Legal Requests for Data.** If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced.

## **8 Representation and Warranties; Disclaimers**

### **8.1 Ellevation Representations and Warranties.** Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

### **8.2 Customer Representations and Warranties.** Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

### **8.3 Disclaimer.** Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages.

Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

### **9 Drug Free Workplace.** Ellevation provides a drug-free workplace for its employees, including: (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 8.1(f), "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### **10 Insurance.** Ellevation shall provide professional liability insurance with amounts of no less than \$1,000,000.00 per incident and \$2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

### **11 Termination.**

#### **11.1 Termination.** Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

#### **11.2 Treatment of Customer Content at Termination.** Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.

### **12 Indemnification**

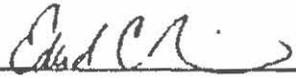
#### **12.1** Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Platform, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party;

provided, that Ellevation will not be obligated under this sentence to the extent any such infringement or violation arises from use of the Platform in combination with technology or services not provided by Ellevation and/or from use of the Platform and/or the Ellevation Network in violation of the terms and conditions set forth in this Agreement.

- 12.2 To the extent permitted by applicable law, Customer will defend, indemnify and hold harmless Ellevation and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses (including reasonable outside legal costs), that arises out of or relates to Customer Content (except to the extent such claim arises from Ellevation's use of Customer Content in violation of this Agreement), including without limitation claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation.
- 13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevation.com and, if to Customer at the email address provided in Customer's Subscription Agreement
- 15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters
- 16 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.
- 18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of the Commonwealth of Massachusetts. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

ELLEVATION INC.

By:



Name:

Edward Rice

Title:

President

Date:

10/10/19

Conter Joint Unified School District, CA

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

# Center Unified School District

**AGENDA REQUEST FOR:**

Dept./Site: Oak Hill Elementary

Date: 10/7/2019

Action Item X

To: Board of Trustees

Information Item

From: Patty Spore, Principal

# Attached Pages 25

Principal's Initials: PS

**SUBJECT: OAK HILL Title 1 PLAN: October 2019 REVISION**

Each school year we are required to update our Title 1 Plan. The current revision includes updated Title 1 goals to reflect current needs of students at Oak Hill.

**RECOMMENDATION: The CJUSD Board of Trustees approve the Oak Hill Title 1 Plan for 2019-2020**

**CONSENT AGENDA**

**Title 1**  
**School-Wide Plan**



**Oak Hill Elementary School**  
**Center Joint Unified School District**

**2019- 2020**

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**Title 1 Team**

**Mission Statement and Vision**

**School Profile**

**Ten Components of the School-Wide Plan**

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**School-Wide Reform Strategies**

**Instruction by Highly Qualified Staff**

**High Quality and On-Going Professional Development**

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**Effective and Timely Additional Assistance for Students Having Difficulty**

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**Coordination and Integration of Federal, State, and Local Programs**

**Budget**

**Appendices**

**Appendix A: Single Plan for Student Achievement**

Oak Hill Elementary  
Center Joint Unified School District

**Title 1 Team Members**

Final review and approval of our school plans, including the Schoolwide Title One Plan, will be given by our School Site Council:

Patricia Spore, Principal Patricia Spore

Melissa Oliver, Title 1 teacher Mel Oliver

Randi Phillips, Teacher Randi Phillips

Rosina Kirkland, Teacher Rosina Kirkland

Kim Kelly, Parent Kim Kelly

Teresa Zamarias, Parent Teresa Zamarias

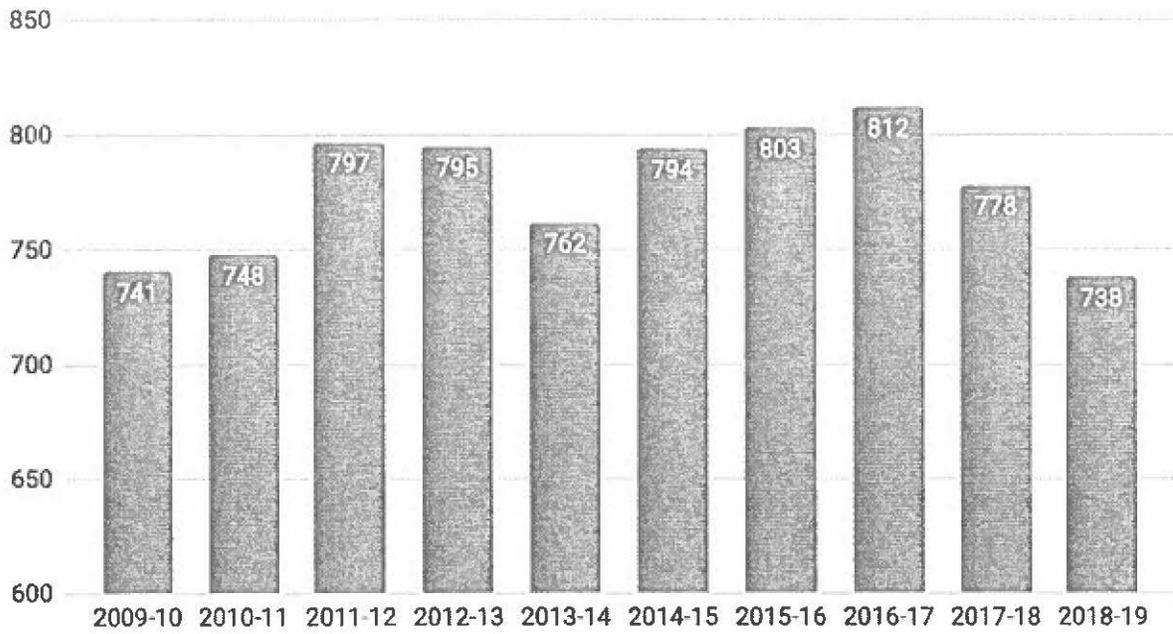
Chris Oliver, Parent Chris Oliver

Be Safe, Be Responsible, Be Respectful, and Be Ready

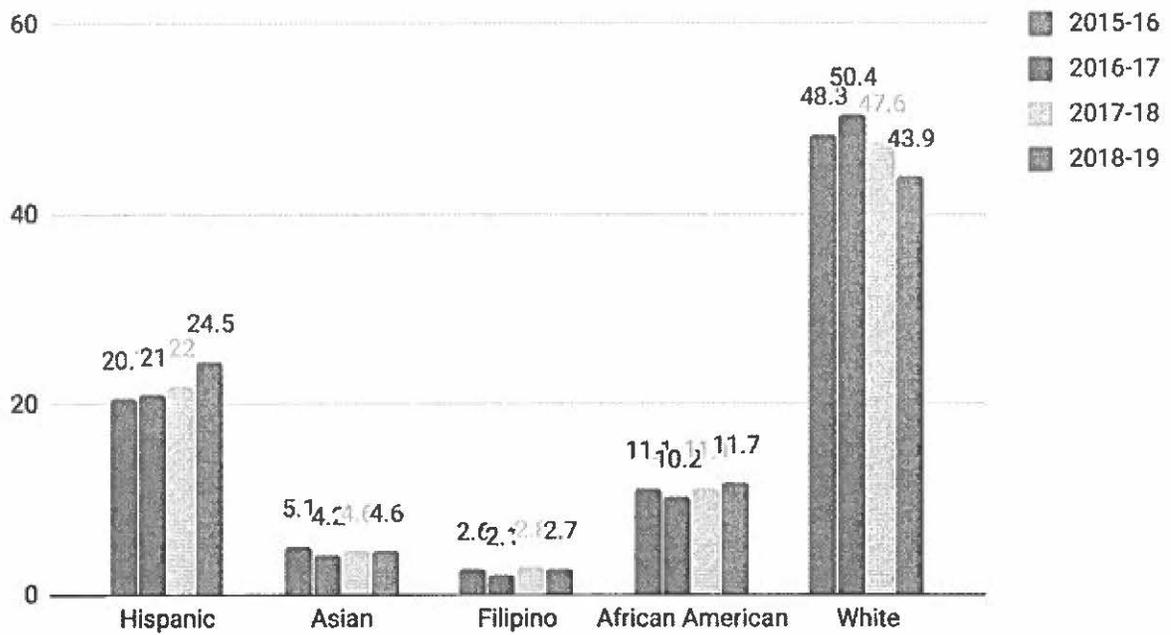
### **School Profile**

Oak Hill Elementary School is one of four elementary schools in Center Joint Unified School District. We are located in the center of Antelope, a dynamic community of economic and social diversity. Oak Hill Elementary opened in 1994 and serves students in transitional kindergarten through sixth grade following a traditional calendar. At the end of the 2018-2019 school year, 738 students were enrolled, including 10.03% in special education, 21.55% qualifying for English Language Learner support, and 59.21% qualifying for free or reduced price lunch. Due to growth in the geographic area and an increase in families from culturally and ethnically diverse backgrounds, Oak Hill's student population has undergone many changes over the past several years. The most noticeable increase has been in the number of socio-economically disadvantaged students. This change can be attributed to the economic difficulties the country has experienced in the recent past such as exhibited by a fall in the housing market.

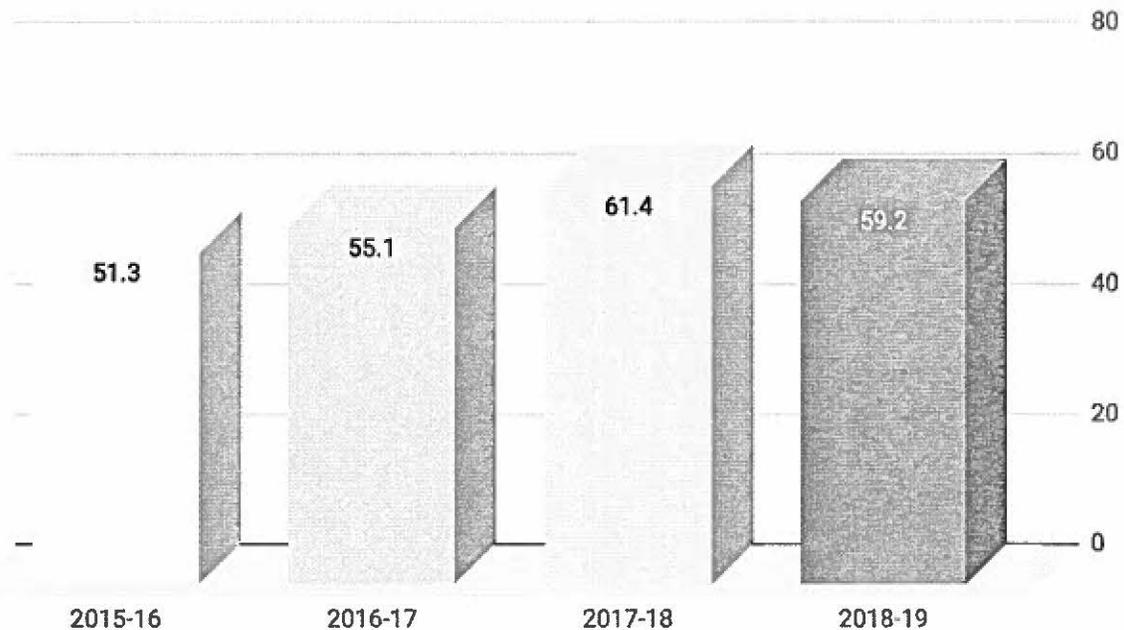
## Enrollment Trend



## Enrollment by Ethnicity, percentage



## Economically Disadvantaged Students, by percentile



### **Ten Components of the Schoolwide Plan**

#### **1. Comprehensive Needs Assessment**

During the comprehensive needs assessment process, data was collected from staff surveys, student surveys, and parent surveys. This data was analyzed as was student achievement data, demographic data, discipline data, and attendance records. With this information, the planning team developed schoolwide reform strategies that focus on academic achievement and the emotional well-being of all students.

Our data indicates that there are needs in the academic areas of English Language Arts and mathematics. We found that our economically disadvantaged sub group needs additional support in both areas.

The Title 1 team concluded that Oak Hill Elementary lacks Tier 2 interventions for students who are not designated special education, but need more support than can be provided in the classroom. Parents and staff feel that more emotional support for our students should be made a priority.

### **Student Achievement Data**

The California Assessment of Student Performance and Progress (CAASP), also called the Smarter Balanced Summative Assessment, was administered to enrolled 3rd, 4th, 5th, and 6th grade students for English Language Arts (ELA) and mathematics. In addition in 2018-2019, California Science Test (CAST) was administered to all 5th grade students for science.

**CAASPP Test Results in ELA and Mathematics Comparison**

<b>3rd Grade</b>	<b>ELA 15-16</b>	<b>ELA 16-17</b>	<b>ELA 17-18</b>	<b>Math 15-16</b>	<b>Math 16-17</b>	<b>Math 17-18</b>
<b>Not or Nearly Met</b>	52%	52%	51%	55%	59%	63%
<b>Standard Met or Exceeded</b>	48%	48%	49%	45%	41%	37%

<b>4th Grade</b>	<b>ELA 15-16</b>	<b>ELA 16-17</b>	<b>ELA 17-18</b>	<b>Math 15-16</b>	<b>Math 16-17</b>	<b>Math 17-18</b>
<b>Not or Nearly Met</b>	63%	53%	60%	72%	61%	69%
<b>Standard Met or Exceeded</b>	37%	47%	40%	28%	39%	31%

5th Grade	ELA 16-17	ELA 16-17	ELA 17-18	Math 15-16	Math 16-17	Math 17-18
Not or Nearly Met	48%	48%	58%	71%	75%	70%
Standard Met or Exceeded	52%	52%	42%	28%	25%	30%

6th Grade	ELA 15-16	ELA 16-17	ELA 17-18	Math 15-16	Math 16-17	Math 17-18
Not or Nearly Met	53%	56%	57%	74%	65%	70%
Standard Met or Exceeded	48%	44%	43%	26%	35%	30%

The CAASP data shows that Oak Hill's students have made limited or no growth in the past three years in meeting state standards. More than 50% of students are Not Meeting / Nearly Meeting standards in ELA or Mathematics.

#### State/County/District/Site Comparisons for 2016-2017 ELA and Math Results

3rd Grade	ELA 17-18 State	ELA 17-18 County	ELA 17-18 District	ELA 17-18 OH	Math 17-18 State	Math 17-18 County	Math 17-18 District	Math 17-18 OH
Not or Nearly Met	52%	54%	55%	51%	51%	54%	63%	63%
Standard Met or Exceeded	48%	46%	45%	49%	49%	46%	37%	37%

4th Grade	ELA	ELA	ELA	ELA	Math	Math	Math	Math
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	17-18 State	17-18 County	17-18 District	17-18 OH	17-18 State	17-18 County	17-18 District	17-18 OH
<b>Not or Nearly Met</b>	51%	54%	54%	60%	57%	60%	72%	69%
<b>Standard Met or Exceeded</b>	49%	46%	46%	40%	43%	40%	28%	31%

5th Grade	ELA 17-18 State	ELA 17-18 County	ELA 17-18 District	ELA 17-18 OH	Math 17-18 State	Math 17-18 County	Math 17-18 District	Math 17-18 OH
<b>Not or Nearly Met</b>	51%	55%	56%	57%	63%	62%	70%	70%
<b>Standard Met or Exceeded</b>	49%	45%	44%	43%	37%	38%	30%	30%

6th Grade	ELA 17-18 State	ELA 17-18 County	ELA 17-18 District	ELA 17-18 OH	Math 17-18 State	Math 17-18 County	Math 17-18 District	Math 17-18 OH
<b>Not or Nearly Met</b>	52%	54%	56%	57%	63%	62%	70%	70%
<b>Standard Met or Exceeded</b>	48%	46%	44%	43%	37%	38%	30%	30%

Based on this data, all grades except 3rd grade ELA are at or below the state and county average with limited growth or no growth in the areas of Standard Met or Exceeded.

**Economically Disadvantaged (ED) vs. Not Economically Disadvantaged Students**

<b>3rd Grade</b>	<b>ELA 17-18 ED</b>	<b>ELA 17-18 Non</b>	<b>Math 17-18 ED</b>	<b>Math 17-18 Non</b>
<b>Not or Nearly Met</b>	61%	30%	69%	50%
<b>Standard Met or Exceeded</b>	39%	70%	31%	50%

<b>4th Grade</b>	<b>ELA 17-18 ED</b>	<b>ELA 17-18 Non</b>	<b>Math 17-18 ED</b>	<b>Math 17-18 Non</b>
<b>Not or Nearly Met</b>	65%	48%	69%	69%
<b>Standard Met or Exceeded</b>	45%	52%	31%	31%

5th Grade	ELA 17-18 ED	ELA 17-18 Non	Math 17-18 ED	Math 17-18 Non
Not or Nearly Met	68%	41%	82%	52%
Standard Met or Exceeded	32%	59%	18%	48%

6th Grade	ELA 17-18 ED	ELA 17-18 Non	Math 17-18 ED	Math 17-18 Non
Not or Nearly Met	62%	50%	70%	71%
Standard Met or Exceeded	38%	50%	30%	29%

The data shows that Oak Hill's Economically Disadvantaged students are struggling to meet or exceed standards in ELA and mathematics. Most concerning is that only 18% of our Economically Disadvantaged 5th grade students met or exceeded state mathematics standards.

### Demographic Comparison

	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races
<b>Oak Hill Elementary</b>	738	11.7%	0.8%	4.6%	2.7%	24.5%	1.4%	43.9%	10.2%
<b>Center Joint Unified</b>	4,229	11.6%	0.6%	6.7%	3%	27.5%	1.1%	42.3%	7.1%
<b>Sacramento County</b>	246,663	11.4%	0.6%	14.8%	2.7%	31.8%	1.4%	29.6%	7.1%
<b>State Wide</b>	6,186,278	5.4%	0.5%	9.3%	2.4%	54.6%	0.5%	22.9%	3.6%

At the end of the 2017/2018 school year, Oak Hill had 738 students enrolled. The student population is composed of 10.03% identified special education students, 21.55% identified English Language Learners, and 59.21% qualified for free or reduced priced lunch.

#### ELPAC Performance Levels 2018

Performance Level	K	1	2	3	4	5	6
<b>Level 4</b> Number of students by grade for level	12	18	26	8	8	4	2
<b>Level 4</b> Percentage of students by grade for level	44%	62%	74%	33%	50%	33%	33%
<b>Level 3</b> Number of students by grade for level	9	6	7	10	4	4	2
<b>Level 3</b> Percentage of students by grade for level	33%	21%	20%	42%	25%	33%	33%
<b>Level 2</b> Number of students by grade for level	4	4	2	3	2	2	1

<b>Level 2 Percentage of students by grade for level</b>	15%	14%	6%	12%	19%	17%	17%
<b>Level 1 Number of students by grade for level</b>	2	1	N/A	3	1	2	1
<b>Level 1 Percentage of students by grade for level</b>	7%	3%	N/A	12%	6%	17%	17%
<b>Total Number of students by grade for all levels</b>	27	29	35	24	16	12	6

#### ELPAC Performance Levels 2019

<b>Performance Level</b>	<b>K</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Level 4 Number of students by grade for level</b>	4	5	9	15	6	6	2
<b>Level 4 Percentage of students by grade for level</b>	16%	26%	33%	47%	40%	38%	14%
<b>Level 3 Number of students by grade for level</b>	13	6	13	15	2	6	6
<b>Level 3 Percentage of students by grade for level</b>	52%	32%	49%	47%	13%	38%	43%
<b>Level 2 Number of students by</b>	7	6	4	1	5	3	2

grade for level							
Level 2 Percentage of students by grade for level	28%	32%	15%	3%	33%	19%	14%
Level 1 Number of students by grade for level	1	2	1	1	2	1	4
Level 1 Percentage of students by grade for level	4%	11%	4%	3%	13%	6%	29%
Total Number of students by grade for all levels	25	19	27	32	15	16	14

### ELPAC 18 & 19 Scores (K-6)

Oak Hill's student population is composed of 21.55% English learners. During the 2018-19 school year, there were several families that were newcomers to the United States that entered Oak Hill. This increased our percentage of Level 1 students from 7% in 2018 to 8% in 2019.

### Student Attendance and Discipline

	2015-2016	2016-2017	2017-2018	2018-2019
Max Enrollment	815	813	793	751
Attendance Average %	95.5%	95.3%	95.1%	95.2%
# of Students Habitually Truant	2	4	9	36

*Habitually Truant = 9 or more unexcused absences				
Incidents of Suspension	100	168	136	55
# of Individual Students Suspended	30	40	36	32

The number of students habitually truant increased dramatically in 2018-2019 although the average attendance is pretty consistent. PBIS strategies for improving attendance were implemented during the last two months of the year and will continue during the 2019-2020 school year. The increased support of a counselor drastically reduced the number of incidents of suspension for those students who were in Tier 2 or Tier 3. Check in, Check out (CICO) was implemented in 2017-2018 and continued during the 2018-2019 with varied results. Behavior is still a concern and we are continuing our PBIS Tier 3 training through PCOE (Placer County Office of Education.)

**2. School-Wide Reform Strategies**

The school wide plan for Oak Hill Elementary is aligned with Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) and will increase the quality and quantity of instruction, using research based methods and strategies.

A full-time Title One Coordinator (teacher) was employed to oversee the program, create necessary documents, assist to create and monitor students' SMART goals, initiate parent contact, and assist in organizing needed professional development for staff.

A Title 1 Learning Center was created to address the needs of students requiring Tier 2 interventions. In the Title 1 Learning Center, the full-time credentialed teacher, as well as three part-time instructional aides, work with small groups of students who have yet

to master the CCSS in ELA and mathematics. The groups consist of any individual student who has yet to meet proficiency as well as the Economically Disadvantaged sub-group of students who fail to meet adequate yearly progress as documented on the CAASP. Entering and exiting criteria is established using Universal Screener data, My Math and Wonders assessments, and CAASP scores. Kindergarten, first, and second grade students are screened and selected based on their needs in the following areas: phonemic awareness, letter and sound recognition, and blending skills. The Learning Center will also be part of the extended instruction which will take place before school. Students that are identified with deficiencies in math will attend the before school Math Academy. There will be three 8 week sessions. For each session there will be 4 groups consisting of grade level spans: 2nd grade, 3rd and 4th, 4th and 5th, 5th and 6th. First grade will attend during the school day. Each 8 week session will focus on a different standard strand that will be identified by need.

Classroom teachers will continue to use the district adopted curriculum which is aligned to CCSS, in addition to Moby Max, and Wonder Works to further support students' individual needs.

Positive Behavior Interventions and Supports (PBIS) is utilized for behavior interventions, and training will continue for addressing the needs of Tier 2 and Tier 3 students. Oak Hill is in Year 3 of implementing PBIS. The purpose of schoolwide PBIS is to establish a climate in which appropriate behavior is the norm by having clear behavioral expectations which are explicitly taught to students and acknowledged by all staff.

A counseling program will be further developed at Oak Hill Elementary to support our students' behavioral and emotional needs. Title 1 funds were used to employ a counselor for two days per week. This allowed the counselor to service a larger number of students in individual or group sessions. The counselor worked with students in the

areas of peer relations, anger management, and grief. The counselor assisted staff with behavior support strategies, classroom management techniques, and provide resources to families.

Oak Hill Elementary will continue to utilize its current Tier 1 Social Emotional Learning (SEL) programs: Second Step, Healthy Play, and Safe School Ambassadors as meeting the social and emotional needs of our students was a prominent concern found on the staff needs assessment survey.

### **3. Provide Instruction by Highly Qualified Staff**

All teachers at Oak Hill Elementary are fully credentialed and have met the qualifications to be considered “Highly Qualified,” including possession of a Bachelor’s degree, an appropriate California teaching credential, and demonstrated competence in core academic subjects. In addition, all new teachers participate in Beginning Teacher Support and Assessment (BTSA) for 2 years with a mentor teacher in order to clear their teaching credential.

The Center Joint Unified District Office personnel are responsible for ensuring that, prior to hiring, applicants meet all state and federal requirements for “highly qualified” status.

### **4. High Quality, Ongoing Professional Development for 2019-2020**

Oak Hill's staff will receive ongoing professional development that is aligned with the comprehensive needs assessment and within the goals of our school-wide plan. Staff development occurs during weekly staff meetings, site early out days, district professional development days, and other additional professional development opportunities such as:

- Monthly district EL training for EL teachers
- Monthly trainings for Instructional Assistants

- Monthly Special Education trainings for RSP Teachers
- District Wonders Cadre2 for instructional leadership - 3 teachers will be attending and bringing back information to share with the rest of the staff.
- Routines from the Wonders Instructional Routines handbook are explained and modeled by Oak Hill's ELA Cadre Team across all grade levels at staff meetings.
- PBIS Tier III training - members will attend courses at PCOE (Placer County Office of Education) in PBIS Tier III
- 4th and 5th grade targeted math Professional Development presented by SCOE

Other scheduled trainings for 2019-2020 include:

- Wonders Training for New Employees
- Pro-Act Training
- Strategies for Working with AD/HD Students
- Suicide Prevention

All teachers will also be participating in Peer Observation. This is an opportunity for each teacher to observe other teachers once per trimester, with the goal of improving teaching effectiveness and student success. Teachers will look for best practices being used in other classrooms to implement in their own classrooms.

### **5. Strategies to Attract Highly Qualified Teachers**

We currently have a full teaching staff, but our Human Resources department attended a job fair at Sacramento State University to recruit new highly qualified teachers.

To retain our current teaching staff, we maintain a safe and welcoming work environment on site. Center Joint Unified School District offers competitive salary and benefit packages.

Center Joint Unified teachers are included in the decision making process regarding district curriculum and district planning.

## **6. Create Strategies to Increase Parent Involvement**

At Oak Hill Elementary, parents are involved in the planning and implementation of Title 1 programs. A needs assessment survey was given to parents in May, 2019. The information gained from the surveys and the input from the Title 1 Team parent members helped to determine how the Title 1 funds will be allocated. In addition to monthly Title 1 Team meetings, a comprehensive needs assessment will be given to all parents yearly to assess and improve our current program.

Oak Hill Elementary increases parent involvement using fliers, robo calls, and marque to inform parents of important upcoming events such as:

- Back to School Meet and Greet Ice Cream Social where students find their classroom for the upcoming year and meet their new teacher.
- Parent Teacher Conferences. All students are scheduled a conference in October and at-risk students again in January / February.
- Green folders are utilized weekly (Thursday) for all school communication including informational flyers, student work, and additional communication. Any paperwork needing to be returned comes back to school in the same folder on Fridays.
- Parents are notified of Otter Day assemblies, performances, Spelling Bee, Geography Bee, 4th grade Science Fair, 5th grade History Wax Museum, and 6th grade Ancient Artifact Museum
- Monthly family activities including Kindergarten Holiday Performance, Transitional Kindergarten Spring Performance, Family Reading Night, and STEAM Night.

- Otter Outlook is available for parents to view on-line.

Oak Hill's active Parent Teacher Association (PTA) provides many activities for family involvement. Examples include: Spaghetti Feed, Trunk or Treat, movie nights, Fall Festival, as well as participation in fall and spring fundraisers. The PTA also offers scholarships to help parents with the high cost of being cleared by the district to chaperone on field trips and help in the classroom.

## **7. Develop plans to Assist in Transitions**

In April of each year, Oak Hill holds Kindergarten registration. This is an opportunity for parents to have questions answered and make connections with key personnel. This time is also used as a screening to better provide early intervention resources to families. During the screening, students meet with a kindergarten teacher to demonstrate beginning literacy and math skills, fine and gross motor skills, and language skills.

Every August, Oak Hill hosts a Kindergarten Orientation in an effort to alleviate anxiety at the beginning of school for parents and students.

Oak Hill offers Transitional Kindergarten (TK). TK is an educational opportunity for children who turn five between September 2 and December 2. It is the first phase of a two-year Kindergarten program that uses age-appropriate curriculum aligned to the Common Core State Standards.

Families are invited through robo calls, fliers, and Oak Hill's marque to attend the Back to School Ice Cream Social the evening before school starts to locate their child's new classroom and meet the teacher in a fun and relaxed environment.

Transitional IEP meetings are scheduled with parents for all incoming preschool students and exiting sixth grade students with a current IEP.

Towards the end of the school year, Oak Hill 6th grade students visit Wilson C. Riles Middle School for an orientation and tour.

All grade levels participate in "Moving Up" Day during which students spend time with a teacher of the next grade level to learn what will be expected and what activities will occur.

For students who still have difficulty transitioning to school, our counselor will provide additional support.

#### **8. Teacher Involvement in Decision Making Process:**

Teachers use a variety of formative and summative assessments to determine the academic needs of our students. Some of these include Wonders, My Math, and CPM diagnostic, chapter, and unit tests, CAASP scores, Moby Max progress, San Diego Quick, reading and math fluency, and observation. This data will be used to determine eligibility for Title 1 interventions.

Teachers also utilize weekly collaboration time to discuss and analyze student data in order to inform instruction and make necessary alignment and revisions to the curriculum. Grade levels identify individual students in need of behavioral or academic interventions and work collaboratively to determine best strategies and resources. Collaboration is by grade level (district and site) and across grade levels.

Oak Hill implemented Teacher Teams that consist of English Language Arts Cadre, Math Cadre, PBIS Tier 1, PBIS Tier 2, and Social Emotional Learning (SEL).

Each team meets once or twice each month to discuss, give input, and/or make decisions to meet the targeted academic, behavioral, or social needs of students. These teams bring ideas, decisions, and professional development to the rest of the staff.

Teachers from Oak Hill have been and continue to be on a number of district committees such as ELA Cadre, Math Cadre, piloting and choosing new curriculum.

### **9. Conduct Activities to Ensure Students Receive Effective, Timely, Additional Assistance**

- Early in the year, teachers use Universal screeners in ELA and mathematics for Kindergarten through 6th grade. They also give a Math Inventory Test. Teachers use this information to put together classroom intervention strategies and SMART goals. Further diagnostic tests are given if teachers deem necessary.
- SMART goals are developed and discussed with parents. They are monitored for a period of up to six weeks and modified as needed.
- A Student Success Plan is developed if necessary, which may include additional classroom strategies, SMART Goals, Title 1 Learning Center, and counseling opportunities.
- Parent Conferences are held at least twice a year to review classroom academic and behavioral interventions with families and make any necessary modifications.
- Report Cards are sent home at the end of each trimester. Intervention strategies are included in the comment section and progress will be evaluated.
- Information from formative and summative assessments will continuously be used to monitor students' progress and discussed at grade level collaboration.
- Families of students who are at risk of retention will be notified and a Student Study Team meeting will be arranged.

- Center Unified Family Resource Center is available to assist with items such as glasses, school supplies, and counseling referrals.
- United Way/AARP volunteers work with small groups of first, second, and third graders for reading interventions.

**10. Coordinate and integrate Federal, State, and Local Services and Programs:**

Oak Hill Elementary School coordinates and integrates the appropriate use of funds from district and site general funds, Lottery, and Title 1 funds, to provide students and other stakeholders the support necessary to achieve our school mission and goals as outlined in our Single Plan for Student Achievement and Local Control Accountability Plan.

Gifted and Talented Education (GATE) funds from the district are used to offer GATE students an after-school extended learning program.

Project Lead the Way (PLTW) is funded through district and site funds. PLTW provides students with hands on real world learning experiences in mathematics and engineering.

**Oak Hill Title 1**  
**Budget**  
**2019-2020**

Title 1 Certificated Teacher	\$56,361
Title 1 Teacher: Taxes and Benefits	\$13,660
3 X .4 FTE Instructional Assistants	\$37,388

Instructional Assistants: Taxes	\$11,262
.4 FTE School Counselor	\$40,500
School Counselor: Taxes and Benefits	\$8,650
Parent involvement Expenditures	\$2,000
Math Curriculum Materials	\$1,000
Attendance Incentives	\$2,000
Sensory items to improve learning	\$5,000
Furniture and Materials to set up Title 1 room	<u>\$3,444</u>
 Total	 \$189,200

# Center Unified School District

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b> North Country Elementary		
<b>Date:</b> September 23, 2019		<b>Action Item</b> <u>  X  </u>
<b>To:</b> Board of Trustees		<b>Information Item</b>
<b>From:</b> Jason Farrel, Principal		
		<b># Attached Pages:</b> 6
<b>Principal's Initials:</b> <u></u>		

**SUBJECT: 5<sup>th</sup> Grade Alliance Redwoods Trip**

The 5<sup>th</sup> Grade classes at North Country are requesting permission to attend an Outdoor Environmental Living Program at Alliance Redwoods from Tuesday, February 18 – Friday, February 21, 2020.

Cost of the field trip is \$350.00 and will be paid for by parents and students earning money through fundraisers.

Contracted charter buses and private vehicles for some of the parents will provide transportation for the 2 teachers, 8 chaperones and approximately 45 students.

Activities will include combining classroom curriculum into directed field study by having active participation based in the outdoors. Meals, lodging and transportation are included in the \$350.00.

CONSENT AGENDA

# Alliance Redwoods Conference Grounds, Inc.

6250 Bohemian Highway - Occidental CA 95465

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

Office (707) 874-3507 Fax (707) 874-2509

## Outdoor Education Contract # 13580

Thank you for scheduling your event at Alliance Redwoods Conference Grounds (ARCG). ARCG is a non-profit organization owned and operated by the Central Pacific District of The Christian and Missionary Alliance. In its Outdoor Education activities ARCG seeks to provide a "camping" and educational experience whereby each participant can enjoy their time while learning within the unique environment of the Redwoods.

### CONTACT INFORMATION

This contract is made between Alliance Redwoods Conference Grounds, and:

Group Name: **North Country Elementary School**

Address: **3901 Little Rock Dr.  
Antelope CA 95843**

Group Type: **PODE**

Group Leader: **Kim Tricomo**

Work Phone: **(916) 338-6480**

Home Phone: **(916) 524-0573**

Cell Phone:

FAX #: **(916) 338-6488**

Email: **ktricomo@centerusd.org**

### EVENT ARRANGEMENTS

Event Dates:

Arrive: **2/18/2020 11:00 am**

Depart: **2/21/2020 2:00 pm**

Event Duration:

Nights: **3**

Total Meals: **9**

First Meal: **Tue, 2/18/2020, Dinner**

Last Meal: **Fri, 2/21/2020, Lunch**

**Breakfast\*: 8:00am**

**Lunch\*: 12:30pm**

**Dinner\*: 6:00pm**

*\*These are typical meal times. On occasion, Guest Services may find it necessary to vary the meal times slightly.*

**Room Check-Out Time:** ~~11:00am~~ **11:00am**

**Room Check-Out Time** is defined as when ALL lodging accommodations must be cleared of all group members' belongings.

### FINANCIAL OBLIGATIONS

#### 1) **Guaranteed Minimum Number of Students is 35**

ARCG has based this contract on this number of students. All student, chaperone, and teacher rooms/beds are based on this number. Please calculate your plans carefully. This figure may not be reduced once this contract has been signed by both organizations. The expected number of guests may be increased ONLY after verifying space availability with Alliance Redwoods' Sales and Marketing Department.

ARCG has assigned rooms/beds based on the number of students, plus one (1) chaperone for every seven (7) students and one (1) teacher for every thirty (30) students. *Please be aware that ARCG will turn away conference requests for use of these meeting rooms and beds, based on your contract.*

#### 2) **The Guest Group agrees to pay to Guaranteed Minimum Number Amount: \$11,250.00**

**This figure is based on the type of lodging selected for the Guaranteed Minimum Number of Full-Time Students and will be charged even if the actual number of participants attending is less than the Guaranteed Minimum Number of Full-Time Students.** If the actual number exceeds the Guaranteed Minimum Number of Students, the school will pay the additional per student fee equivalent to the contracted rates. One adult teacher is free for every thirty (30) paying students, and chaperones are \$50 per person/ per night as indicated on attached Invoice Summary. Additional adults must be approved by ARCG prior to arrival and will be charged the normal student rate as indicated on the attached Invoice Summary.

A non-refundable, non-transferable HOLDING FEE CHECK of \$1,000.00 is required on or before 02/17/2020 along with this signed contract before dates and other details can be guaranteed. The TOTAL HOLDING FEE will be applied toward the final bill.

**PAYMENT IN FULL is due upon arrival.** Any unpaid balance will incur a 1 1/2% service charge per month until balance is paid, if not paid in full by the departure date.

Alliance Redwoods accepts the following form of payment for Holding Fees and final payment:

- Cash
- Checks or Money Orders made payable to: **Alliance Redwoods Conference Grounds**
- Debit/Credit Cards (Master Card/Visa/Discover) with a 1% Debit/Credit Card Processing Fee.

## **TERMS AND CONDITIONS**

- 1) This contract must be signed by the Superintendent, Principal, or other legal agent of the Outdoor Education group organization and so designated under Acceptance of Provisions, Terms, and Conditions.
- 2) Guest Group agrees to provide Alliance Redwoods **no later than THREE (3) WEEKS prior to arrival date:**
  - a) "Certificate of Liability Insurance" with Endorsement that states the group will:  
*"Indemnify, defend, and hold harmless Alliance Redwoods Conference Grounds for their stay and all activities during their stay except those activities that are staffed, run by and supervised by Alliance Redwoods Conference Grounds (e.g. Ropes Courses)"* and list Alliance Redwoods Conference Grounds as **"additionally insured."**
  - b) Class Assignment Sheet
  - c) Class selection, field trip options, and challenge course activity requests
  - d) Background checks, ARCG Disclosure Statement, and Compliance Agreement.
- 3) Guest Group agrees to indemnify and hold ARCG harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with ARCG's having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the breach of the Terms and Conditions of this Agreement and/or the Guest Group's participation in activities at Alliance Redwoods including, but not limited to, claims for negligence, strict liability, or otherwise. This indemnification obligation does not, however, absolve Alliance Redwoods Conference Grounds from any liability, damages, costs, disbursements and attorney fees incurred due to its intentional or reckless conduct.
- 4) It is understood that ARCG's Executive Director has final authority over all matters affecting the facility.
- 5) Alliance Redwoods is NOT responsible for damage or loss to vehicles parked in parking lots or valuables left on the premises.
- 6) Food and utility charges may fluctuate between the date of establishing this contract and the actual date of the event. subject to a final bill for utility costs, depending on those provided prior to arrival.

**CONTRACT SIGNATURE PAGE**  
**Please Sign & Return**

**Outdoor Education Contract # 13580**

**CONTACT INFORMATION** This contract is made between Alliance Redwoods Conference Grounds, and:

Group Name: **North Country Elementary School**  
Address: **3901 Little Rock Dr. Antelope CA 95843**  
Group Type: **PODE**

Group Leader: **Kim Tricomo**  
Work Phone: **(916) 338-6480**  
Home Phone: **(916) 524-0573**  
Cell Phone:  
FAX #: **(916) 338-6488**  
Email: **ktricomo@centerusd.org**

**CONFERENCE ARRANGEMENTS**

Arrive: **2/18/2020 11:00 am** Nights: **3**  
Depart: **2/21/2020 2:00 pm** Meals: **9**

**ACCEPTANCE OF PROVISIONS, TERMS, AND CONDITIONS**

This is to certify that we consent to the above **Outdoor Education Contract** and **Outdoor Education Supplement** and that we shall abide by the responsibilities and obligations required by each party.

Guaranteed Minimum Number of Full-Time Guests of **45** people at a Guaranteed Minimum Dollar Amount of **\$14,175.00**.

I understand and agree to comply with the terms of this contract. KT dated 8/20/19

**Alliance Redwoods Conference Grounds**

*Dan Erickson*

Dan Erickson  
Title: **Business Manager**

Date: **August 23, 2019**

**North Country Elementary School / 13580**

*[Signature]*  
\_\_\_\_\_  
Superintendent, Principal or Legal Agent  
Title:

Date: 8/20/19

Contract Due Date: **10/15/2019**

Please Return to: **Jason Sanders: jasons@allianceredwoods.com 707-874-3507 x 188**  
**6250 Bohemian Hwy. Occidental, CA 95465**

## **Alliance Redwoods Conference Grounds Outdoor Education Contract Supplement to Contract # 13580**

1. **VISITOR POLICY** - Any walk-on/part-time guests (drivers, principals, parents, etc) must have prior approval from the group leader. Upon arrival these guests must report to the office to receive a Visitor's Pass, and pay for any meals eaten during their stay.
2. **MEDICATIONS** – All students' medications must be turned into the ARCG Camp Medical Personnel upon arrival with a completed "Medication Check-In Form." A complete description of any allergies and other current health conditions requiring medical treatment, medications, or special restrictions while on site must be reported on the "Outdoor Education Medical Form." Forms may be obtained on the ARCG website.
3. **EMERGENCIES** - ARCG requires that you submit the following to ARCG:
  - a. Emergency contact names and phone numbers for all participants (teachers, chaperones, students)
  - b. Completed "Outdoor Education Medical Form" for all students.
4. **SUPERVISION** – Teachers/Chaperones are responsible for adequate supervision of students while on ARCG grounds. These Teachers/Chaperones must ensure compliance of all rules to ensure the safety and enjoyment of all guests and to preserve the ARCG property and facilities. All recreation activities will be conducted only under the supervision of trained ARCG staff members. Outdoor Education groups will provide responsible adult supervisors at a ratio of one adult (age 18 or above) per seven students while on ARCG property. Under no circumstances will adult supervisors be of a different gender than the gender of their assigned cabin group. Behavior or actions considered to be unsafe, disruptive, or unacceptable, will be a basis for ARCG to request dismissal of a student by the school and that individual(s) to leave camp.
5. **LOSS AND/OR DAMAGE FEES** – Schools must leave the facilities clean. Loss and/or damage fees, if applicable, will be determined by the ARCG Operations Director and will be in addition to usage fees outlined in the Outdoor Education Contract. These fees, if applicable, will be due and payable at the close of the school's stay and will be included in the final bill. ARCG will be held liable for any and all damages reported during the school's stay and will be held liable for all damages reported during the school's stay. Terms of payment for such charges will be 30 days from date of invoice.
6. **LINENS** – All students and chaperones are required to provide their own sleeping bags, pillows, and towels. ARCG does not provide linens to students or chaperones. Full linens (sheets, towels, pillows, and blankets) are provided only to teachers at no additional cost.
7. **TEACHER LODGING** – ARCG provides teacher housing for 1 teacher per 30 students and any additional teachers will be provided/charged housing subject to availability.
8. **LOST & FOUND** – All lost & found items will be held in the ARCG office for two weeks. Unclaimed items will be donated to charity.
9. **SWIM SUITS** – ARCG requires modest swimming attire in the pool area.
10. **CURFEW** – Students must remain in their cabins after 10:00 pm.
11. **PARKING** – Guest vehicles must park in the main parking or across the street in the overflow parking lot. No one may drive across the main bridge unless given permission by ARCG staff. Unloading/handicap parking passes may be obtain at the ARCG Front Desk. Parking adjacent to Big Rock Lodge is reserved for guests assigned to Big Rock Lodge only.
12. **NOT PERMITTED** – Alcoholic beverages, weapons, firearms, illegal drugs, gambling, fireworks, other items of contraband and recreation equipment such as scooters, bicycles, and skateboard are not permitted. Pets, except helping/service animals, are not permitted on the ARCG grounds. In addition, the Fish and Game Department does not allow fishing in the creek that runs through Alliance Redwoods property.
13. **SMOKING** - Smoking is permitted only in designated smoking areas.
14. **BOUNDARY LIMITS** - Due to the importance of maintaining good relationships with our neighbors, it is very important that ALL GUESTS remain on camp property or leave by way of public roads. Do not proceed beyond the "No Trespassing" signs posted on ARCG's property lines. Trespassing onto our neighbors' adjoining property is forbidden.
15. **TWO-WAY RADIOS** - Must not be tuned to 154.600 MHz. or 154.570 MHz. These frequencies are reserved for the exclusive use of the Alliance Redwoods staff in order to ensure prompt and effective response to emergencies and efficient handling of the guests' needs.

16. **PROMOTIONAL MATERIALS** - It is understood that video taping, still photography and sound recording may be in progress on the Alliance Redwoods grounds from time to time and that members of the group may appear in promotional materials produced thereby. Such materials will be used for promotional purposes only, and not for sale or any other commercial purpose.

# Invoice Summary

## Alliance Redwoods Conference Grounds

6250 Bohemian Highway - Occidental CA 95465

(707) 874-3507 - FAX (707) 874-2509 - Email: [Info@allianceredwoods.com](mailto:Info@allianceredwoods.com) - Web Site: [www.allianceredwoods.com](http://www.allianceredwoods.com)

North Country Elementary School  
 North Country Elementary School  
 Contract #13580 - 20/02/18 [13580]

August 23, 2019  
 PODE Contract

Kim Tricomo  
 3901 Little Rock Dr.  
 Antelope, CA 95843

Home - (916) 524-0573  
 Work - (916) 338-6480  
 Cell -  
 Fax - (916) 338-6488

**Guaranteed Minimum (GM) Obligation (45 guests X \$315.00 blended rate): \$14,175.00**

Charges towards GM Obligation

Units	Description	Item Price	Discount	Adj Price	Item Total
0	Chaperones	\$150.00	\$0.00	150.00	0.00
0	Students	\$315.00	\$0.00	315.00	0.00
0	Teachers	\$315.00	\$0.00	0.00	0.00

Charges towards GM Obligation subtotal \$0.00

Additional Charges

Total Charges

GM Charges	\$14,175.00
Additional Charges	\$0.00
<b>Tax (0.00%)</b>	<b>\$0.00</b>
<b>Total Charges</b>	<b>\$14,175.00</b>

Payments

Payment Total	\$0.00
Adjustment	\$0.00
<b>Balance Due</b>	<b>\$14,175.00</b>

Arrive/Vacate Lodging/  
 Vacate Meeting Rooms/Depart

Tue, 2/18/2020 11:00 am  
 Fri, 2/21/2020 10:00 am  
 Fri, 2/21/2020 12:30 pm  
 Fri, 2/21/2020 2:00 pm

First Meal/Last Meal  
 Tue, 2/18/2020, Dinner  
 Fri, 2/21/2020, Lunch

Holding Fee Schedule

Due Date	Amount Due	Date Rec'd
10/15/19	\$3,600.00	

*Just a reminder that the Balance Due is payable to ARCG before your group leaves the grounds.*

# Center Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Center High School

**Date:** October 1, 2019

**To:** CUSD Board of Trustees

**From:** Jerald Ferguson

**Principal's Initials** JF

**Action Item**            **XX**

**Information Item**          

**# Attached Pages**    **1**

**SUBJECT: CHS Girls Varsity Basketball Tournament**

To: Center Unified School Board:

The CHS Girls Varsity Basketball Program is requesting permission to accept an invitation to participate in the 2019 Selma Shootout Winter Tournament. The dates of the tournament will be Dec.4 through December 7. However, we will be playing Dec. 5 through December 7 with two games on 5<sup>th</sup>.

We will be staying overnight Thursday and Friday and will return Saturday following our last game. The basketball program will be fundraising to fully fund this trip through Booster Club Fall events. This is a non-league tournament and participation is not expected. Any player may opt out of this trip.

We will be using private Vehicles, reserving 6 rooms for players, coaches and chaperones that will/are be cleared by the district. Players will be responsible for one meal a day and spending money and any other costs not basketball related.

See attached page for a more detailed of things needed for this trip and letter from Selma High school.

CONSENT AGENDA

**RECOMMENDATION:** The CHS Girls Varsity Basketball Program is requesting permission to accept an invitation to participate in the 2019 Selma Shootout Winter Tournament.

**Selma Tournament 12/5/19 - 12/7/19**

**Distance 200 miles (3 ½ hours)**

**12 players/1 coach/2 chaperones**

**(6 rooms)      1 room-coach**

**4 rooms-players (3 to 4 players per room)**

**1 room-chaperone**

**Thursday, Friday (2 nights)**

**Name of Hotel: Best Western Colonial Inn Selma Ca. (559)-891-0300**

**Players \$150.00 = Rooms, Transportation and 2 meals each day**

**\*Lodging@ \$125.00 per room x 6**

**\*Vans x 2 = gas money**

**\*Money for Thursday, Friday, Saturday Dinner**

**\*Money for activity (non-basketball related) Fresno State Campus Tour**

**Leave Thursday TBA**

**Return Saturday TBA**

# Center Joint Unified School District

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b>	Maintenance & Operations	Action Item <u>  X  </u>
<b>To:</b>	Board of Trustees	Information Item <u>      </u>
<b>Date:</b>	October 23, 2019	# Attached Pages <u>  25  </u>
<b>From:</b>	Craig Deason, Asst. Superintendent	
<b>Principal/Administrator Initials:</b> <u>  CD  </u>		

**SUBJECT: Work Proposal and Authorization – Commercial Contract**

The District is requesting ratification from the Board to enter into a commercial contract with American Technologies, Inc. for emergency services and structural repairs due to water damage in room 6 and 7 at the District Office Annex.

Contract time is October 8, 2019, and will be substantially completed by November 11, 2019. There will be a one-time payment for labor, materials, equipment, and other costs, as stated in the fee schedule attached.

Schools Insurance Authority will cover all but \$5,000.00 of the total cost of the job.

**RECOMMENDATION: That the Board of Trustees ratifies the commercial contract with American Technologies, Inc.**

CONSENT AGENDA



Date: 10/08/2019  
 Job No: B87-53-20932/B87-57-20950  
 Project Address: 3243 Center Court Ln  
 City, State, Zip: Antelope, CA 95843-9111  
 Insurer/Adjusting Firm:  
Center Joint USD  
 Adjuster Name: Craig Deason

**WORK PROPOSAL AND AUTHORIZATION - COMMERCIAL CONTRACT**

American Technologies, Inc. (the "Contractor" or "ATI") makes the following work proposal (the "Proposal") to Center USD (the "Client") for the property located at 3243 Center Court Ln Antelope, CA 95843-9111 (the "Project"). Upon acceptance by Contractor and Client, this Proposal shall become the contract between the parties (the "Contract").

**DESCRIPTION OF THE WORK:** Contractor will furnish all materials, equipment, subcontractors and perform all labor necessary to complete the following work (the "Work"): Emergency Services and structure repairs due to water damages in Rooms 6 & 7 at Center High School

**CONTRACT PRICE:**

- Authorize to commence Work with the understanding that all costs and terms will be in detail and submitted in writing to Client.
- Fixed Sum of \$ \_\_\_\_\_.
- Time & Materials to include labor, materials, equipment and other costs (see attached fee schedule).

**PAYMENT TERMS:** Payment shall be made  by single payment  as the Work progresses according to the following:

Client shall be responsible for payment of the entire Contract Price. Unless otherwise agreed above, the entire balance (if any) is due within 10 days after substantial completion of the Project. All deductible amounts not covered by insurance and all additional Work authorized in a change order must also be paid and are due upon acceptance of the Work. In the event that the Contract includes contents-related work and/or storage, payment in full for all contents-related work and storage shall be due before Client is entitled to return of the contents, whether the contents are to be returned by Contractor or picked up by Client. If storage of Client's contents continues beyond the estimated date of completion of the Project, and Client does not pay for and request return of Client's contents, Client shall be responsible for additional storage fees on a monthly basis at Contractor's current rate for storage fees.

Any payment due and unpaid under the Contract shall bear interest from the date payment is due until the date paid in full at the highest rate then permitted by law. Additionally, in the event that Client fails to make payment when it is due, Contractor shall have the right to stop all Work until payment is made. In such event, Client shall be responsible for any additional costs of stopping or recommencing work.

**CONTRACT TIME:** If this Proposal is accepted on or before 10/08/2019 (the "Proposal Deadline") the Work will be started by: 10/08/2019 and will be substantially completed by: 11/11/2019. The Work will be performed as expeditiously as reasonably possible in a good and workmanlike manner. The Work will be considered substantially complete when all elements of the Work have been completed except for minor unfinished items that do not prevent Client's beneficial use and legal occupancy of the Project. The start date and completion date are estimates and are subject to delays caused by bad weather, fire, flood or other casualty, labor disputes, unusual delay in obtaining materials, changes ordered in the Work, concealed, unknown or unusual conditions or other causes beyond Contractor's reasonable control.

**SUBMISSION AND ACCEPTANCE:**

Respectfully submitted by Contractor:  
 American Technologies, Inc., a California Corporation; License No.: 571784  
 Address: 210 W. Baywood, Orange, California 92865  
 Local Address: 2965 Ramco Street, West Sacramento, CA 95691  
 Local License No.: 571784

By: *Mark Lewis* Date: 10/08/2019  
 Its: Project Director HIS Registration #: 78848SP

**Accepted by Client:** Client hereby accepts the foregoing Proposal. The Contractor is authorized to do the Work as indicated, and Client will pay for it in the time and manner specified above.

Name: Scott A. Loehr  
 Title: Superintendent  
 Signature: *Scott A. Loehr* Date: 10/08/2019  
 Address: 8408 Watt Avenue  
 City: Antelope State: CA Zip: 95843  
 Phone: 9163386409 Email: matre@centerusd.org

**CLIENT'S INSURANCE:** To the extent that the Work performed under this Contract is covered by an applicable insurance policy, Client hereby (1) assigns to Contractor Client's right to be paid insurance proceeds relating to the Work; (2) appoints Contractor as Client's attorney-in-fact to endorse insurance checks issued in Client's name; (3) instructs Client's insurer to either pay the insurance proceeds due relating to the Work directly to Contractor or to insert Contractor's name in each

insurance check or draft made in payment of the loss and send such payment to Contractor; and (4) agrees to pay directly to Contractor any amount not covered by Client's insurer. Client expressly agrees to bear the risk that Client's insurance company denies the applicable claim, and agrees that Client shall remain fully responsible for payment for the Work in the event that coverage is denied. Unless Contractor agrees otherwise, Client shall carry adequate property damage and liability insurance to cover the Work. Contractor shall be acting solely for Client and not for Client's insurer/adjuster.

**LIMITATION OF LIABILITY:** Client agrees that Contractor's liability for any breach of the Contract, and for any matters arising out of or related to Contractor's Work under the Contract, shall be limited to the amount paid by Client to Contractor for Contractor's Work under the Contract.

**LEGAL RIGHTS AND REQUIREMENTS:** To secure payment of all amounts owed for Contractor's work and providing storage and protection for Client, Client acknowledges that Contractor has a lien on all property of Client in Contractor's possession pursuant to Civil Code Section 3051 and Commercial Code Section 7209. Removal of hazardous materials, including asbestos, is subject to additional legal requirements and is not a part of the Contract. Client should inform Contractor if Client is aware of any asbestos or lead in any part of the jobsite (built before 1978).

**SEVERABILITY:** If any provision of the Contract is held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions of the Contract shall remain in effect.

**CHANGE ORDERS:** Contractor is entitled to a Change Order for delays encountered in the Work, for concealed, unknown or unusual conditions, for extra work actually performed, and for new or additional governmental requirements concerning or affecting the Work which become effective during the Contract Time, that in Contractor's judgment, make the Work more expensive, burdensome or time-consuming. In the event that the Contract is being paid from insurance proceeds, in whole or in part, directly or indirectly, Client authorizes its insurer to approve changes in the Work consistent with the Project as well as the applicable policy and coverage. In the event that Client's insurer approves changes and issues payment to Contractor for those changes, the approved insurance scope, including the changes, shall constitute a binding Change Order, and Contractor shall be entitled to all insurance funds issued in relation to the approved changes.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827; P.O. BOX 26000, SACRAMENTO, CA 95828.

## GENERAL PROVISIONS

1. **Client's Obligations.** Client shall provide ATI with adequate and timely access to the Project Site so that ATI will be able to complete the Work as provided in the Contract. Client shall not interfere with ATI's performance of the Work and shall cause its employees, agents, contractors and other persons to refrain from doing so.

2. **Change Orders.**

2.1. **Processing Change Order Requests.** Client shall make its decision concerning any other Change Order request within forty-eight (48) hours after the request is made. Client's failure to make a decision concerning a Change Order request within the applicable time period may, in ATI's discretion, extend the Contract Time. If circumstances do not permit a formal Change Order to be executed before commencement of the portion of the Work affected thereby, Client's representative may authorize ATI to begin that portion of the Work by delivering a handwritten authorization to ATI. ATI may rely on any such handwritten authorization in performing the Work described therein, and Client agrees that the Contract Price shall be increased in connection with such additional Work.

2.2. **Disputes Concerning Additional Work.** If there is a dispute about whether additional Work requested by Client is within the scope of the Work or is an addition requiring a Change Order, and the estimated cost of performing the additional Work is at least five percent (5%) of the original Contract Price, ATI shall not be required to begin performance of the disputed additional Work until the matter is either resolved by legal proceeding or is otherwise resolved to the mutual satisfaction of Client and ATI.

3. **Termination of Agreement.**

ATI may terminate the Contract if the Work is stopped for a period of 30 days or more through no fault of ATI or any persons performing any portion of the Work under contract with ATI, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction; (b) an act of government; (c) because Client has not made a payment to ATI within the time stated in the Contract; or (d) if Client has persistently failed to fulfill Client's obligations under the Contract.

4. **Mold Remediation.**

4.1 **Repair of Water Damage.** If the Work involves any remediation of microbial contamination, ATI shall not be responsible for identifying or repairing any water intrusion, leak or source of water damage. ATI strongly recommends that the source of the water intrusion be repaired by the Client before remediation begins.

4.2 **Extent of Mold Remediation Required.** Remediation area surfaces covered by the Contract will not be entirely free of all microbial contamination. Fungal growth is found naturally both indoors and outdoors. Mold spores travel by air currents, objects, people and animals, release toxins through the air, and therefore may be present throughout the Project, in varying degrees of concentration. Under current technology, it is physically impossible for the average structure to be entirely free of fungal or mold spores. If microbial remediation is called for by the Contract, surfaces and materials affected by microbial contamination will exhibit no visually apparent evidence of residual microbial reservoirs. Complete eradication of all potential microbial infestation cannot be guaranteed, nor can permanent remediation be assured. New microbial infestation can occur in the future, within either previously exposed or unexposed areas of the structure.

4.3 **Safety Precautions.** ATI shall comply with all safety precaution instructions of Client. However, ATI shall be under no obligation to issue safety regulations or instructions to Client, except as set forth in the Contract.

4.4 **Indemnity.** ATI shall not be obligated to indemnify Client against any loss, claims, or suits (including costs and attorneys' fees) for injuries to or death of persons, or damages to, or destruction of any property belonging to either the Client or others. ATI shall not be liable for any diminution in the value of any property attributable to any clean-up, detoxification, remediation, or any other type of response action taken with regard to the microbial infestation performed pursuant to the Contract in a reasonable manner. If ATI is misled by any incorrect information provided by the Client as to the location or extent of microbial infestation, the Client shall bear all financial risks and loss associated with the correction of unforeseen conditions to the extent of ATI's justifiable and reasonable reliance.

5. **Miscellaneous.**

5.1 **Amendment.** Subject to Section 2.1, changes may be made only by a written amendment executed by all parties.

5.2 **Authority.** Each individual signatory hereto represents and warrants that he or she is duly authorized to sign the Contract and is personally bound, or if signing on behalf of another, is authorized to do so and that the other is bound.



**AMERICAN TECHNOLOGIES, INC.**

# **TIME & MATERIALS**

*Updated 08-2018*

American Technologies, Inc. (ATI) would like to thank you for selecting us to be your contractor. ATI is the largest family-owned Restoration Contractor in the United States. We are experts in full-service restoration, environmental remediation and construction. With 20+ locations and thousands of employees at your service, ATI is ready to assist you on all jobs: large or small, 24 hours per day, 7 days per week, and 365 days per year.

The customer (insured) is ultimately responsible for all payments for services rendered, invoices or portions of the work that are not covered by the insurance company, cost of work, deductibles, betterments, depreciation, and any other amounts not paid by insurance. Under the contract, the customer is directed that all payments pertaining to American Technologies, Inc. work shall be paid directly to American Technologies, Inc. by the customer's insurance carrier, and American Technologies, Inc. shall be listed as an additional payee on any claim payments for the work.

If ATI has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that ATI's discounted rates are offered contingent upon the relevant invoice being paid in full within Net 60 Days of the date of the invoice. All payments paid at or after 61 days must be paid in full based on the daily equipment rates and will not be discounted on any basis.

ATI will maintain and provide all records relating to this job, including: labor, materials, equipment, vendors, sub-contractors, and receipts. The client, the insurance company, and all other parties have 30 days from receipt of invoice to report in writing any discrepancies, issues, or errors to ATI for correction. After this 30 day period, ATI will not remove, alter or delete any items from the invoice.

By signing below, the Customer acknowledges receipt of this complete 2018 Time & Materials Rate Sheet and agrees to pay ATI in accordance with the rates and conditions therein. The customer further agrees that these rates are not subject to future negotiation or discount.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

# Schedule A Labor



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 1 of 4

LABOR TITLE	HOURLY RATES
ACCOUNTANT	\$60.00
ADMINISTRATIVE	\$40.00
AUDITOR	\$50.00
BUILDING CONSULTANT	\$150.00
BUILDING CONSULTING TECHNICIAN	\$90.00
BUSINESS DEVELOPMENT MANAGER	\$100.00
CABINETS	\$105.00
CONCRETE	\$100.00
DEMOLITION	\$60.00
DIRECTOR BUILDING CONSULTANT	\$180.00
DIRECTOR OF BUSINESS DEVELOPMENT	\$125.00
DRYWALLER	\$88.00
ELECTRICAL ENGINEER	\$350.00
ELECTRICAL, BIOMEDICAL, TELECOMM AND/OR MILLWRIGHT	\$150.00
ELECTRICIAN	\$125.00
ENGINEER	\$250.00
EQUIPMENT OPERATOR	\$50.00
EXECUTIVE MANAGER	\$300.00
FENCING	\$80.00
FINISH CARPENTRY	\$70.00
FLOORING	\$85.00
FRAMING	\$70.00
GENERAL LABOR	\$40.00
HEALTH & SAFETY	\$80.00
HVAC	\$150.00
INSULATION	\$90.00
IT MANAGER OR ENGINEER	\$275.00
IT SUPERVISOR	\$225.00
IT TECHNICIAN	\$185.00
LARGE LOSS CAT TEAM SUPERINTENDENT/SUPERVISOR	\$125.00
LARGE LOSS COORDINATOR	\$130.00
MASONRY	\$86.00
MECHANICAL ENGINEER	\$300.00
MOISTURE PROTECTION	\$74.00
MULTI-TRADE IN-HOUSE FIELD STAFF	\$63.00
OFFICE MANAGER	\$100.00
PAINTING	\$75.00

# Schedule A Labor



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 2 of 4

LABOR TITLE	HOURLY RATES
PANELING	\$80.00
PLASTER	\$120.00
PLUMBING	\$145.00
PROJECT DIRECTOR	\$120.00
PROJECT DIRECTOR - INFECTION CONTROL	\$250.00
PROJECT ESTIMATOR	\$100.00
PROJECT MANAGER	\$95.00
PROJECT MANAGER - INFECTION CONTROL	\$200.00
REGIONAL MANAGER	\$200.00
RESOURCE COORDINATOR	\$45.00
ROOFER	\$130.00
SENIOR BUILDING CONSULTANT	\$165.00
SIDING	\$100.00
SKILLED TECHNICIAN	\$54.00
SKILLED TECHNICIAN - BIOHAZARD	\$110.00
SKILLED TECHNICIAN - ENVIRONMENTAL	\$65.00
SKILLED TECHNICIAN - HEALTHCARE	\$60.00
SKILLED TECHNICIAN - INFECTION CONTROL	\$100.00
SKILLED TECHNICIAN - TECHNICAL SERVICES	\$85.00
STEEL WORKER	\$85.00
STUCCO	\$80.00
SUPERINTENDENT	\$85.00
SUPERVISOR	\$60.00
SUPERVISOR - BIOHAZARD	\$140.00
SUPERVISOR - ENVIRONMENTAL	\$75.00
SUPERVISOR - HEALTHCARE	\$75.00
SUPERVISOR - INFECTION CONTROL	\$150.00
SUPERVISOR - TECHNICAL SERVICES	\$110.00
THERMOGRAPHER / DRYING / MOISTURE MAPPING	\$74.00
TILE INSTALLER	\$85.00
TRADE FOREMAN	\$75.00
WALLPAPER	\$73.00
WAREHOUSE LOGISTICS MANAGER	\$75.00
WINDOWS	\$80.00
WOOD FLOORING INSTALLER	\$90.00

# Schedule A Labor



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 3 of 4

CODE	DESCRIPTION
CATASTROPHE	<p>FOR ALL CATASTROPHE JOBS, ATI WILL CHARGE A FEE TOTALING 5% OF THE TOTAL INVOICE. THIS FEE WILL ASSIST IN COVERING CORPORATE OVERSIGHT, MANAGEMENT, INCLUDING: LARGE LOSS/CAT MANAGEMENT, ADMINISTRATIVE SUPPORT, WAREHOUSING, ACCOUNTS PAYABLE AND RECEIVABLE, LEGAL FEES, THE LOGISTICS OF REROUTING VITAL COMPANY RESOURCES, AND INCREASED LABOR RATES FOR TRAVELING STAFF.</p> <p>A CATASTROPHE IS DEFINED AS FOLLOWS:</p> <ul style="list-style-type: none"> <li>- ANY LOCAL, REGIONAL, OR NATIONAL STATE OF EMERGENCY</li> <li>- ANY DISASTER RESULTING IN A RESPONSE FROM FEMA</li> <li>- ANY JOB FOR WHICH ATI DEPLOYS THEIR CATASTROPHE TEAM</li> <li>- ANY NON-CONSTRUCTION LEAD EXCEEDING ONE MILLION DOLLARS IN VALUE</li> </ul>
CONSTRUCTION T&M JOBS	<p>PROFIT AND OVERHEAD OF 10% AND 10% WILL BE APPLIED TO THE ENTIRE ESTIMATE, INCLUDING: LABOR, MATERIALS, EQUIPMENT, SUBCONTRACTORS, EXPENSES, AND VENDORS.</p>
COSTS PLUS 20%	<p>SUBCONTRACTORS, VENDORS, TRAVEL, LODGING, FREIGHT, TRANSPORTATION, TAXES, PERMITS AND ALL OTHER COSTS WILL BE INVOICED AT COST PLUS 20%.</p>
EMERGENCY FEE	<p>ALL JOBS PERFORMED AFTER NORMAL BUSINESS HOURS WILL BE CHARGED AN EMERGENCY SERVICE FEE OF \$250.00. NORMAL BUSINESS HOURS ARE MONDAY THROUGH FRIDAY 8:00 AM TO 5:00 PM.</p>
HOLIDAYS	<p>HOLIDAYS WILL BE PAID AT DOUBLE TIME. ATI RECOGNIZES THE FOLLOWING NATIONAL HOLIDAYS: NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, AND CHRISTMAS DAY.</p>
INSURED'S EMPLOYEES	<p>ATI WILL CHARGE \$3.50 PER PERSON PER HOUR OF SUPERVISION OF INSURED'S EMPLOYEES.</p>
LABOR CLASSIFICATION	<p>ALL OUTSIDE LABOR FOR THE SCOPE OF THE PROJECT WILL BE BILLED ACCORDING TO THE LABOR CLASSIFICATION AND HOURLY RATES PUBLISHED IN THIS DOCUMENT PLUS ALL APPLICABLE FEES SUCH AS PER DIEM, SMALL TOOLS, VEHICLES, LODGING, ETC.</p>
OVERTIME	<p>ATI PAYS ITS EMPLOYEES IN ACCORDANCE WITH ALL APPLICABLE OVERTIME LAWS. IN ALASKA, CALIFORNIA, NEVADA, PUERTO RICO, AND THE VIRGIN ISLANDS, OVERTIME IS EARNED AFTER 8 HOURS OF WORK IN A SINGLE DAY. IN CALIFORNIA, DOUBLETIME IS EARNED AFTER 12 HOURS IN A SINGLE WORKDAY AND AFTER 8 HOURS ON SUNDAY. IN COLORADO, OVERTIME IS EARNED AFTER 12 HOURS OF WORK IN A SINGLE DAY. IN ALL OTHER STATES, AN EMPLOYEE BEGINS TO EARN OVERTIME AFTER COMPLETING 40 HOURS OF WORK IN A MONDAY THROUGH RIDAY WEEK.</p> <p>IN ALL STATES, ALL HOURS WORKED ON SATURDAY AND SUNDAY ARE CONSIDERED OVERTIME. ADDITIONALLY, ALL HOURS WORKED ARE CUMULATIVE OVER ALL JOBS. HOURS ARE BILLED TO JOBS ACCORDING TO THE EMPLOYEE'S OVERTIME ELIGIBILITY WHEN THE HOURS ARE WORKED BY THE EMPLOYEE. THESE OVERTIME BILLING RATES SHALL APPLY REGARDLESS OF HOW MANY HOURS THE EMPLOYEE HAS SPENT ON THE RELEVANT PROJECT. EXAMPLE: IF A TECH WORKS 30 HOURS ON ONE JOB AND WORKS 20 HOURS ON THE NEXT JOB, THAT SECOND JOB WILL BE BILLED FOR 10 REGULAR HOURS AND 10 OVERTIME HOURS.</p>

# Schedule A Labor



All Divisions • Page 4 of 4

CODE	DESCRIPTION
PER DIEM	PER DIEM RATES ARE \$40 PER EMPLOYEE, PER DAY PLUS 20%.
PREMIUM WAGES	WHEN WORKING IN AND AROUND HIGH COST-OF-LIVING AREAS SUCH AS WASHINGTON DC, NEW YORK, ALASKA, HAWAII, AND INTERNATIONALLY, A 25% PREMIUM WILL BE APPLIED TO ALL LABOR RATES IN ORDER TO ACCOUNT FOR INCREASED COSTS. THIS PREMIUM IS THE MINIMUM AND IS SUBJECT TO CHANGE. ANY MODIFICATIONS TO THE MULTIPLIER WILL BE SUBMITTED IN WRITING AND WILL BECOME PART OF THIS AGREEMENT.
PREVAILING WAGE & UNION	WORK PERFORMED UNDER A CONTRACT SUBJECT TO FEDERAL AND STATE WAGE AND HOURS LAWS, PREVAILING WAGES, AND/OR COLLECTIVE BARGAINING AGREEMENTS MAY REQUIRE NEGOTIATED CHANGES TO THE ABOVE RATES. PLEASE REFER TO SCHEDULE E FOR ATI'S PREVAILING WAGES FOR ALL MARKETS. ADDITIONAL ADJUSTMENTS MAY BE MADE TO THE HOURLY RATES AND OTHER LABOR PROVISIONS.
STANDARD RATE	STANDARD RATES ARE RATES THAT APPLY TO WORK PERFORMED WITHIN STANDARD BUSINESS HOURS: 8:00 AM-5:00 PM, MONDAY THROUGH FRIDAY. OUR RATES FOR LABOR, MATERIALS, AND EQUIPMENT DO NOT INCLUDE THE COSTS OF LOCAL AND STATE TAXES, LICENSING, OR PERMIT FEES.
STAND-BY	A MINIMUM STAND-BY CHARGE OF 4 HOURS PER EMPLOYEE WILL BE BILLED.
TRAVEL TIME	THE HOURLY SCHEDULED LABOR RATES ARE BILLED PORTAL TO PORTAL (I.E. OFFICE TO JOBSITE OR JOBSITE TO JOBSITE) FOR ATI EMPLOYEES, VENDORS, AND SUBCONTRACTORS.
WORK WEEK	THE WORK WEEK WILL BEGIN ON MONDAY AND END ON SUNDAY.

# Schedule B Materials



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 1 of 10

DESCRIPTION	CATEGORY	UOM	RATES
ABSORBANT - BEAD	CHEMICALS	LB	\$21.00
ABSORBANT - PAD	CHEMICALS	EA	\$7.00
ABSORBANT - PAD - HEAVY DUTY	CHEMICALS	RL	\$130.00
ABSORBANT - SAFETY SPILL KIT	PPE	EA	\$14.50
ADHESIVE SPRAY	CONTAINMENTS	CN	\$10.00
AIR BLAST NOZZLE	HVAC	EA	\$150.00
AIR CASSETTES - 37MM LEAD	AIR MONITORING	EA	\$3.25
AIR CASSETTES - ASBESTOS	AIR MONITORING	EA	\$2.00
AIR NEUTRALIZER	CHEMICALS	GL	\$25.00
AIR WHIP - MULTI-WHIP	HVAC	EA	\$195.00
ALCOHOL - ISOPROPYL	CHEMICALS	GL	\$145.00
ANABEC	CHEMICALS	GL	\$105.00
BAG - HEPA VAC - 12GL	DISPOSAL	EA	\$8.00
BAG - HEPA VAC - 2.5 GL	DISPOSAL	EA	\$7.00
BAG - HEPA VAC - 5GL	DISPOSAL	EA	\$7.00
BAGS - 2MIL 30 X 40 CLEAR	DISPOSAL	EA	\$1.00
BAGS - 3MIL 30 X 40 CLEAR	DISPOSAL	EA	\$1.00
BAGS - 3MIL BLACK GARBAGE	DISPOSAL	EA	\$1.80
BAGS - 6MIL 30 X 40 "A"	DISPOSAL	EA	\$2.25
BAGS - 6MIL 30 X 40 "NON-HAZ"	DISPOSAL	EA	\$2.00
BAGS - 6MIL 30 X 40 CLEAR	DISPOSAL	EA	\$1.80
BAGS - 6MIL 33 X 50 CLEAR	DISPOSAL	EA	\$2.00
BAGS - BIOHAZARD 33 GL	DISPOSAL	EA	\$3.00
BIOHAZARD - 14 GALLON CAN	DISPOSAL	EA	\$180.00
BIOHAZARD - 6 GALLON CAN	DISPOSAL	EA	\$150.00
BLADES - 2" HYDE CARBIDE 2 EDGE	BLADES	EA	\$17.00
BLADES - 2" TILE BAR	BLADES	EA	\$19.00
BLADES - 3.5" TILE BAR	BLADES	EA	\$22.00
BLADES - 4" RAZOR SCRAPER	BLADES	EA	\$1.00
BLADES - 8" FLOOR SCRAPER	BLADES	EA	\$2.00
BLADES - CARBIDE CUTTER	BLADES	EA	\$30.00
BLADES - DIAMOND PLATE - EDGER 7"	BLADES	EA	\$90.00
BLADES - KETT SAW DRYWALL	BLADES	EA	\$30.00
BLADES - KETT SAW PLASTER	BLADES	EA	\$110.00
BLADES - SAWZALL BI METAL	BLADES	EA	\$4.00
BLADES - SAWZALL WOOD	BLADES	EA	\$4.50
BOOTIES SHOE COVER	PPE	PR	\$11.00

# Schedule B Materials



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 2 of 10

DESCRIPTION	CATEGORY	UOM	RATES
BOOTS - RUBBER	PPE	PR	\$45.00
BOOTS - YELLOW HAZMAT DISPOSABLE	PPE	PR	\$15.00
BOX - DISH	CONTENTS	EA	\$11.00
BOX - DOCUMENT/BANKER WITH LID	CONTENTS	EA	\$9.00
BOX - FREEZE DRY	CONTENTS	EA	\$12.00
BOX - LAMP	CONTENTS	EA	\$9.00
BOX - LARGE WHITE 4.5 CUBIC FOOT	CONTENTS	EA	\$8.00
BOX - MIRROR	CONTENTS	EA	\$9.00
BOX - SMALL WHITE 1.5 CUBIC FOOT	CONTENTS	EA	\$4.00
BOX - WARDROBE 24"	CONTENTS	EA	\$19.00
BOX - X-RAY	CONTENTS	EA	\$20.00
BRUSH - NYLON TOOTHBRUSH	CLEANING	EA	\$3.00
BRUSH - SCRUB	CLEANING	EA	\$9.50
BRUSH - STEEL TOOTHBRUSH	CLEANING	EA	\$3.00
BRUSH - UTILITY	CLEANING	EA	\$8.00
BUBBLE WRAP - ANTI STATIC SM 24 X 750	CONTENTS	RL	\$335.00
BUBBLE WRAP - CUSHION PACK 48"	CONTENTS	RL	\$360.00
BUBBLE WRAP - LARGE 24 X 250 - 1/2"	CONTENTS	RL	\$120.00
BUBBLE WRAP - LARGE 48 X 250	CONTENTS	RL	\$185.00
BUBBLE WRAP - SMALL 24 X 750 - 3/16"	CONTENTS	RL	\$320.00
CARPET MASK/SHIELD	SURFACE PROTECTION	RL	\$120.00
CLEANER - BROAD SPECTRUM	CHEMICALS	GL	\$55.00
CLEANER - BROAD SPECTRUM	CHEMICALS	PL	\$195.00
CLEANER - CARPET EMULSIFIER	CHEMICALS	GL	\$22.00
CLEANER - CONTACT & CIRCUIT BOARD	CHEMICALS	CN	\$26.00
CLEANER - GERMICIDAL	CHEMICALS	GL	\$58.00
CLEANER - GERMICIDAL CONCENTRATE 3/121 FO	CHEMICALS	GL	\$15.00
CLEANER - GERMICIDAL CONCENTRATE 8/64 FO	CHEMICALS	BTL	\$85.00
CLEANER - GLASS	CHEMICALS	CN	\$10.00
CLEANER - HEAVY DUTY	CHEMICALS	GL	\$70.00
CLEANER - LEAD	CHEMICALS	GL	\$35.00
CLEANER - MICRO COIL CLEANER	CHEMICALS	EA	\$90.00
CLEANER - OVEN/GRILL	CHEMICALS	GL	\$9.00
CLEANER - POWER COIL CLEANER	CHEMICALS	EA	\$47.00
CLEANER - SIMPLE GREEN	CHEMICALS	GL	\$45.00
CLEANER - WALL WASH	CHEMICALS	GL	\$100.00
CORRUGATED CARDBOARD 48"	SURFACE PROTECTION	RL	\$215.00

# Schedule B Materials



AMERICAN TECHNOLOGIES, INC.

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DESCRIPTION	CATEGORY	UOM	RATES
COVERALLS - 20Z	PPE	EA	\$6.50
COVERALLS - BLUE A60	PPE	EA	\$20.00
COVERALLS - TYVEK	PPE	EA	\$16.00
COVERALLS - YELLOW	PPE	EA	\$20.00
CREAM CLEANSER	CHEMICALS	CN	\$20.00
DEFOAMER	CHEMICALS	GL	\$44.00
DEGREASER - REGULAR OR WORKHORSE	CHEMICALS	GL	\$16.00
DEODORIZER - BOTANICAL	CHEMICALS	GL	\$80.00
DEODORIZER - MOUNTAIN AIR	CHEMICALS	GL	\$45.00
DEODORIZER - SMOKE/ODOR	CHEMICALS	GL	\$120.00
DEODORIZER - THERMAL FOG	CHEMICALS	GL	\$160.00
DEODORIZOR - DUCT ODOR ELIMINATOR	CHEMICALS	BTL	\$15.00
DESSICANT BEADS	CHEMICALS	PAIL	\$125.00
DETERGENT - DISH	CHEMICALS	GL	\$52.00
DETERGENT - LAUNDRY	CHEMICALS	GL	\$75.00
DISINFECTANT - SHOCKWAVE	CHEMICALS	GL	\$100.00
DISINFECTANT - 4-IN-1 - 12/14 OZ	CHEMICALS	BTL	\$84.00
DISINFECTANT - AEROSOL	CHEMICALS	GL	\$285.00
DISINFECTANT - BOTANICAL	CHEMICALS	GL	\$100.00
DISINFECTANT - GERMICIDAL	CHEMICALS	GL	\$85.00
DISINFECTANT - HYDROGEN PEROXIDE - 4/128 FO (COMMERCIAL)	CHEMICALS	GL	\$89.00
DISINFECTANT - HYDROGEN PEROXIDE - 4/128 FO (RESIDENTIAL)	CHEMICALS	GL	\$170.00
DISINFECTANT - HYDROGEN PEROXIDE - 9/32 FO (COMMERCIAL)	CHEMICALS	BTL	\$74.00
DISINFECTANT - HYDROGEN PEROXIDE - 9/32 FO (RESIDENTIAL)	CHEMICALS	BTL	\$95.00
DISINFECTANT - PHENOL	CHEMICALS	GL	\$70.00
DISINFECTANT - QUATERNARY	CHEMICALS	GL	\$100.00
DISINFECTANT - SPORICIDIN	CHEMICALS	GL	\$75.00
DISINFECTANT - SURFACE	CHEMICALS	GL	\$170.00
DISPOSABLE DECON	CONTAINMENTS	EA	\$435.00
DRY ICE	CHEMICALS	LB	\$7.00
DUCT LINER 1" - 3' X 100'	HVAC	RL	\$625.00
DUCT MASTIC	HVAC	GL	\$52.00
ENCAPSULANT - CLEAR	CHEMICALS	GL	\$30.00
ENCAPSULANT - FUNGICIDAL	CHEMICALS	GL	\$175.00

# Schedule B Materials



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 4 of 10

DESCRIPTION	CATEGORY	UOM	RATES
ENCAPSULANT - HEAVY DUTY	CHEMICALS	PL	\$500.00
ENCAPSULANT - SMOKE/ODOR	CHEMICALS	GL	\$83.00
ENCAPSULANT - WHITE	CHEMICALS	GL	\$30.00
FILTER - 20 MICRON SHOWER	FILTER	EA	\$9.00
FILTER - 5 MICRON SHOWER	FILTER	EA	\$9.00
FILTER - CHARCOAL/CARBON MEDIA	FILTER	FT	\$4.00
FILTER - CUBE 24 X 24 X 15 NIKRO	FILTER	EA	\$85.00
FILTER - HAKO PROTECTOR	FILTER	EA	\$13.00
FILTER - HEPA 12 X 12 X 12	FILTER	EA	\$200.00
FILTER - HEPA 16 X 16 X 12	FILTER	EA	\$275.00
FILTER - HEPA 16 X 16 X 6	FILTER	EA	\$310.00
FILTER - HEPA 18 X 18 X 12	FILTER	EA	\$325.00
FILTER - HEPA 24 X 16 X 12	FILTER	EA	\$275.00
FILTER - HEPA 24 X 24 X 12	FILTER	EA	\$320.00
FILTER - HEPA 24 X 24 X 12 NIKRO	FILTER	EA	\$525.00
FILTER - HEPA VAC 12GL	FILTER	EA	\$500.00
FILTER - HEPA VAC 5GL	FILTER	EA	\$425.00
FILTER - HEPA VAC PLEATED 15 X 15 X 6 (NITRO)	FILTER	EA	\$550.00
FILTER - NILFISK STD MICRO	FILTER	EA	\$105.00
FILTER - NORTH 1/2 COMBO	FILTER	EA	\$21.00
FILTER - NORTH 1/2 RESPIRATOR	FILTER	EA	\$8.00
FILTER - PAPR	FILTER	EA	\$28.00
FILTER - PLEATED 12 X 12 X 1	FILTER	EA	\$13.00
FILTER - PLEATED 12 X 12 X 1 CARBON	FILTER	EA	\$38.00
FILTER - PLEATED 12 X 12 X 2	FILTER	EA	\$14.00
FILTER - PLEATED 12 X 12 X 2 CARBON C100	FILTER	EA	\$26.00
FILTER - PLEATED 12 X 12 X 2 CARBON C200	FILTER	EA	\$30.00
FILTER - PLEATED 16 X 16 X 1 CARBON	FILTER	EA	\$35.00
FILTER - PLEATED 16 X 16 X 2	FILTER	EA	\$11.00
FILTER - PLEATED 16 X 16 X 2 CARBON	FILTER	EA	\$38.00
FILTER - PLEATED 16 X 20 X 2	FILTER	EA	\$10.00
FILTER - PLEATED 16 X 24 X 2	FILTER	EA	\$10.00
FILTER - PLEATED 16 X 24 X 2 CARBON C100	FILTER	EA	\$38.00
FILTER - PLEATED 16 X 24 X 2 CARBON C200	FILTER	EA	\$50.00
FILTER - PLEATED 24 X 18	FILTER	EA	\$17.00
FILTER - PLEATED 24 X 24	FILTER	EA	\$11.00
FILTER - PLEATED 24 X 24 X 1 CARBON C 200	FILTER	EA	\$40.00

# Schedule B Materials



AMERICAN TECHNOLOGIES, INC.

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DESCRIPTION	CATEGORY	UOM	RATES
FILTER - PLEATED 24 X 24 X 2 CARBON C 200	FILTER	EA	\$58.00
FILTER - PLEATED 24 X 24 X 4 NIKRO	FILTER	EA	\$47.00
FILTER - PLEATED CHARCOAL 24 X 24	FILTER	EA	\$50.00
FILTER - PRE 12 X 12 X 1/2	FILTER	EA	\$2.50
FILTER - PRE 16 X 16 X 1/2	FILTER	EA	\$2.50
FILTER - PRE 24 X 16	FILTER	EA	\$2.50
FILTER - PRE 24 X 18 X 1/2	FILTER	EA	\$2.50
FILTER - PRE 24 X 24 X 1/2	FILTER	EA	\$3.50
FILTER - WIRE - 12 X 12	FILTER	EA	\$9.00
FILTER - WIRE - 16 X 16	FILTER	EA	\$8.00
FILTER - WIRE - 24 X 16	FILTER	EA	\$8.00
FILTER - WIRE - 24 X 18	FILTER	EA	\$9.00
FILTER - WIRE - 24 X 24	FILTER	EA	\$9.00
FIRESTOP SEALANT FS ONE FOIL	HVAC	EA	\$105.00
FIRESTOPPING PLUG 2"	HVAC	EA	\$115.00
FLEX DUCT 10"	HVAC	RL	\$32.00
FLEX DUCT 12"	HVAC	RL	\$39.00
FLEX DUCT INSULATION R6 10"	HVAC	RL	\$140.00
FLEX DUCT INSULATION R6 12"	HVAC	RL	\$150.00
FLEX DUCT INSULATION R6 14"	HVAC	RL	\$210.00
FLEX DUCT INSULATION R6 6"	HVAC	RL	\$90.00
FLEX DUCT INSULATION R6 7"	HVAC	RL	\$100.00
FLEX DUCT INSULATION R6 8"	HVAC	RL	\$115.00
FLEX DUCT INSULATION R6 9"	HVAC	RL	\$125.00
FLOOR OIL SOAP	CHEMICALS	GL	\$55.00
FLOOR PROTECTION - REUSABLE - 2 MIL	SURFACE PROTECTION	RL	\$625.00
FURNITURE BLOCKS	CONTENTS	EA	\$0.50
GEL BLOCK - LARGE	CHEMICALS	EA	\$100.00
GEL BLOCK - SMALL	CHEMICALS	EA	\$26.00
GLASSES - ANTIFOG SAFETY	PPE	PR	\$9.00
GLOVE BAG - 44 X 60 (HORIZONTAL)	DISPOSAL	EA	\$19.00
GLOVE BAG - 60 X 84 (VERTICAL)	DISPOSAL	EA	\$40.00
GLOVES - 22MIL 15" HD NITRILE	PPE	EA	\$6.00
GLOVES - 5MIL PF	PPE	PR	\$1.25
GLOVES - 8MIL NITRILE	PPE	PR	\$6.00
GLOVES - BLACK NITRILE	PPE	PR	\$1.00
GLOVES - CHEMICAL- RESISTANT 12"	PPE	PR	\$4.00

# Schedule B Materials



AMERICAN TECHNOLOGIES, INC.

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DESCRIPTION	CATEGORY	UOM	RATES
GLOVES - CUT-RESISTANT	PPE	PR	\$22.00
GLOVES - KNIT WHITE WITH DOTS	PPE	PR	\$2.25
GLOVES - LEATHER	PPE	PR	\$5.00
GLOVES - PALM-COATED	PPE	PR	\$4.00
GLOVES - YELLOW LATEX	PPE	PR	\$2.00
GOGGLES - SAFETY	PPE	PR	\$11.00
HEARING PROTECTION (EAR PLUGS)	PPE	PR	\$1.00
HVAC - MOLD MAINTAIN	HVAC	EA	\$270.00
HVAC - MOLD PREVENTION	HVAC	GL	\$75.00
INSULATION - ASTRO FOIL REFLECTIVE	HVAC	RL	\$200.00
INSULATION REPAIR CLOTH - 3 RL/PAIL	CHEMICALS	PL	\$600.00
LABEL - FRAGILE	CONTENTS	RL	\$75.00
LAYFLAT - 4MIL 24 X 500' AS CR 100	HVAC	RL	\$600.00
LAYFLAT - 6MIL 12 X 500'	HVAC	RL	\$300.00
LAYFLAT - 6MIL 18 X 500'	HVAC	RL	\$410.00
LAYFLAT - 6MIL 22 X 500	HVAC	RL	\$450.00
LAYFLAT - 6MIL 30" X 500	HVAC	RL	\$575.00
LEMON OIL	CHEMICALS	GL	\$150.00
LIGHT - UV BLACK LIGHT	MISCELLANEOUS	EA	\$48.00
LIGHT BULB - HALOGEN	MISCELLANEOUS	EA	\$4.00
LUBRICANT - GREASELESS	CHEMICALS	GL	\$125.00
LUBRICANT - NONDRYING FILM	CHEMICALS	GL	\$135.00
LUBRICANT - PENETRATING	CHEMICALS	CN	\$23.00
LUBRICANT - RUST INHIBITOR	CHEMICALS	GL	\$220.00
LUMINOL	CHEMICALS	EA	\$135.00
MASK - N100 WITH VALVE	PPE	EA	\$26.00
MASK - N95 WITH VALVE	PPE	EA	\$4.50
MASK - NUISANCE DUST	PPE	EA	\$1.50
MINERAL WOOL	CLEANING	EA	\$48.00
ODOR COUNTERACTANT	CHEMICALS	GL	\$125.00
ODORCIDE	CHEMICALS	GL	\$230.00
PLYWOOD - 4 X 8 X 1/2	MISCELLANEOUS	EA	\$120.00
PLYWOOD - 4 X 8 X 1/4	MISCELLANEOUS	EA	\$90.00
PLYWOOD - 4 X 8 X 7/16	MISCELLANEOUS	EA	\$60.00
POLISH - FURNITURE	CHEMICALS	EA	\$25.00
POLISH - STAINLESS STEEL	CHEMICALS	CN	\$15.00
POLY - 1.5MIL 12 X 200 CLEAR	CONTAINMENTS	RL	\$70.00

# Schedule B Materials



AMERICAN TECHNOLOGIES, INC.

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DESCRIPTION	CATEGORY	UOM	RATES
POLY - 1.5MIL 20 X 200	CONTAINMENTS	RL	\$115.00
POLY - 10MIL 20 X 100 CLEAR	CONTAINMENTS	RL	\$340.00
POLY - 10MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS	RL	\$500.00
POLY - 2MIL 10 X 100 CLEAR	CONTAINMENTS	RL	\$50.00
POLY - 2MIL 20 X 200	CONTAINMENTS	RL	\$150.00
POLY - 2MIL 8' 4" X 200	CONTAINMENTS	RL	\$65.00
POLY - 4MIL 10 X 100	CONTAINMENTS	RL	\$70.00
POLY - 4MIL 10 X 100 FIRE-RESISTANT	CONTAINMENTS	RL	\$95.00
POLY - 4MIL 12 X 100	CONTAINMENTS	RL	\$80.00
POLY - 4MIL 20 X 100 CLEAR	CONTAINMENTS	RL	\$130.00
POLY - 4MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS	RL	\$210.00
POLY - 4MIL 4 X 100	CONTAINMENTS	RL	\$40.00
POLY - 4MIL 8 X 100	CONTAINMENTS	RL	\$52.00
POLY - 6MIL 12 X 100	CONTAINMENTS	RL	\$115.00
POLY - 6MIL 20 X 100 AS FIRE-RESISTANT	CONTAINMENTS	RL	\$700.00
POLY - 6MIL 20 X 100 BLACK	CONTAINMENTS	RL	\$275.00
POLY - 6MIL 20 X 100 CLEAR	CONTAINMENTS	RL	\$195.00
POLY - 6MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS	RL	\$280.00
POLY - 6MIL 20 X 100 REINFORCED	CONTAINMENTS	RL	\$410.00
POLY - 6MIL 20 X 100 REINFORCED FIRE-RESISTANT	CONTAINMENTS	RL	\$450.00
POLY - 6MIL 8 X 100	CONTAINMENTS	RL	\$85.00
POLY - CLIP - LOOP TWIST	CONTAINMENTS	EA	\$1.25
POLY - HANGER # 3 BLUE	CONTAINMENTS	EA	\$10.00
POLY - HANGER # 4 RED	CONTAINMENTS	EA	\$10.00
POLY TUBING - 4MIL 19.5 X 500 12" DIA	MISCELLANEOUS	RL	\$135.00
POLY TUBING - 4MIL 22 X 500 12" DIA	MISCELLANEOUS	RL	\$165.00
Q-TIPS - 3" (SMALL)	CLEANING	BX	\$21.00
Q-TIPS - 6" (LARGE)	CLEANING	BX	\$26.00
RAGS - BAR MOP	CLEANING	LBS	\$8.50
RAGS - MIXED KNIT	CLEANING	LBS	\$2.00
RAGS - SURGICAL BLUE	CLEANING	LBS	\$8.00
RAGS - WHITE	CLEANING	LBS	\$5.50
RAGS - WHITE WAFFLE	CLEANING	LBS	\$10.00
REMOVER - ADHESIVE AND MARKS	CHEMICALS	CN	\$30.00
REMOVER - CARPET ADHESIVE	CHEMICALS	GL	\$38.00
REMOVER - MASTIC	CHEMICALS	GL	\$65.00
REMOVER - MASTIC - SOY	CHEMICALS	GL	\$55.00

# Schedule B Materials



AMERICAN TECHNOLOGIES, INC.

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DESCRIPTION	CATEGORY	UOM	RATES
REMOVER - MASTIC - SOY	CHEMICALS	PL	\$220.00
REMOVER - PAINT	CHEMICALS	GL	\$65.00
REMOVER - PAINT - HEAVY DUTY	CHEMICALS	GL	\$175.00
REMOVER - PAINT - HEAVY DUTY	CHEMICALS	PL	\$750.00
REMOVER - STAIN	CHEMICALS	GL	\$120.00
REMOVER - URINE 4/128 FO	CHEMICALS	GL	\$116.00
REMOVER - URINE 9/32 FO	CHEMICALS	BTL	\$79.00
ROSIN PAPER	MISCELLANEOUS	RL	\$24.00
ROTARY BRUSH - REPLACEMENT CORE	HVAC	EA	\$105.00
ROTARY BRUSH - REPLACEMENT HEAD	HVAC	EA	\$300.00
SAND BAG - .5 CU FT - Filled	MISCELLANEOUS	EA	\$13.00
SAND BAG - 25 LB - Empty	MISCELLANEOUS	EA	\$5.50
SAND BAG - 30 LB - Filled	MISCELLANEOUS	EA	\$42.00
SAND BAG - 60 LB - Empty	MISCELLANEOUS	EA	\$9.00
SAND PAPER DISK	MISCELLANEOUS	EA	\$3.00
SANI 10	CHEMICALS	GL	\$31.00
SAW DUST	CLEANING	BG	\$33.00
SCOURING PADS - DOODLE BUG	CLEANING	EA	\$8.50
SCOURING SPONGES - YELLOW & GREEN	CLEANING	EA	\$3.25
SCRUBS	PPE	EA	\$13.50
SEALANT - DUCTING	CHEMICALS	EA	\$45.00
SEALANT - LEAD	CHEMICALS	GL	\$90.00
SEALANT - LEAD	CHEMICALS	PL	\$625.00
SEALANT - MOLD - CLEAR	CHEMICALS	GL	\$12.00
SEALANT - MOLD - CLEAR	CHEMICALS	GL	\$155.00
SEALANT - MOLD - WHITE	CHEMICALS	GL	\$155.00
SEALANT - SMOKE/ODOR - CLEAR	CHEMICALS	GL	\$120.00
SEALANT - SMOKE/ODOR - CLEAR	CHEMICALS	PL	\$475.00
SEALANT - SMOKE/ODOR - WHITE	CHEMICALS	GL	\$120.00
SEALANT - SMOKE/ODOR - WHITE	CHEMICALS	PL	\$475.00
SEALANT - SOOT	CHEMICALS	GL	\$105.00
SEALANT - SURFACE - BOTANICAL	CHEMICALS	GL	\$90.00
SHAMPOO	CHEMICALS	EA	\$17.00
SHRINK WRAP	CONTENTS	RL	\$70.00
SIGN - DANGER (ENGLISH)	SIGN	EA	\$1.00
SIGN - DANGER (SPANISH)	SIGN	EA	\$1.00
SIGN - HAZARD LEAD (ENGLISH)	SIGN	EA	\$1.00

# Schedule B Materials



AMERICAN TECHNOLOGIES, INC.

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DESCRIPTION	CATEGORY	UOM	RATES
SIGN - HAZARD LEAD (SPANISH)	SIGN	EA	\$1.00
SIGN - HAZARD MOLD (ENGLISH)	SIGN	EA	\$1.00
SIGN - HAZARD MOLD (SPANISH)	SIGN	EA	\$1.00
SMOKE/FIRE/CHEMICAL SPONGES	CLEANING	EA	\$6.00
STEEL WOOL FINE	CLEANING	EA	\$1.00
STORAGE - DRUM 55GL METAL	MISCELLANEOUS	EA	\$140.00
SURFACE PROTECTION - TEMPORARY - 10MIL	SURFACE PROTECTION	RL	\$775.00
SURFACTANT	CHEMICALS	GL	\$24.00
TACKY MAT	SURFACE PROTECTION	PD	\$125.00
TACKY MAT REFILL	SURFACE PROTECTION	PK	\$105.00
TAPE - ASBESTOS AHERA WHITE	TAPE	RL	\$28.00
TAPE - ASBESTOS RED DANGER	TAPE	RL	\$28.00
TAPE - BIOHAZARD	TAPE	RL	\$28.00
TAPE - CAUTION LEAD	TAPE	RL	\$28.00
TAPE - CAUTION YELLOW	TAPE	RL	\$28.00
TAPE - CONTENTS PACKING CLEAR 2"	TAPE	RL	\$5.00
TAPE - DANGER DO NOT ENTER	TAPE	RL	\$25.00
TAPE - DUCT 2"	TAPE	RL	\$17.00
TAPE - HARD CAST 3.5	TAPE	RL	\$75.00
TAPE - INSULATED FOIL SCRIM KRAFT 3"	TAPE	RL	\$80.00
TAPE - PAINTERS BLUE 2"	TAPE	RL	\$20.00
TAPE - PAINTERS BLUE 3"	TAPE	RL	\$27.00
TAPE - WHITE POLY - 2"	TAPE	RL	\$12.00
TAPE - YELLOW POLY - 2"	TAPE	RL	\$13.00
TIE WEBBING	CONTENTS	RL	\$40.00
UNIBIT	HVAC	GL	\$72.50
VACUUM - EXTENSION WAND 1.25"	HVAC	EA	\$85.00
VACUUM - REPLACEMENT BRUSH HEAD	HVAC	EA	\$33.00
VAPORTECH MEMBRANE	CHEMICALS	EA	\$78.00
WASTE CONTAINER - COLLAPSIBLE	DISPOSAL	EA	\$82.00
WATER - BOTTLED	PPE	CS	\$24.00
WIPES - GERMICIDAL 2/110 CT	CLEANING	CT	\$185.00
WIPES - GERMICIDAL 2/110 CT - REFILL	CLEANING	CT	\$175.00
WIPES - GERMICIDAL 6/150 CT	CLEANING	CT	\$205.00
WIPES - GERMICIDAL 6/70 CT	CLEANING	CT	\$240.00
WIPES - HYDROGEN PEROXIDE 2/185 CT	CHEMICALS	CT	\$135.00
WIPES - HYDROGEN PEROXIDE 2/185 CT - REFILL	CHEMICALS	CT	\$185.00

# Schedule B Materials



AMERICAN TECHNOLOGIES, INC.

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DESCRIPTION	CATEGORY	UOM	RATES
WIPES - HYDROGEN PEROXIDE 6/155 CT	CHEMICALS	CT	\$140.00
WIPES - HYDROGEN PEROXIDE 6/95 CT	CHEMICALS	CT	\$115.00
WIPES - MASK	CLEANING	CT	\$235.00
WIPES - MASK - REFILL	CLEANING	CT	\$200.00
WIPES - RESPIRATOR	CLEANING	BX	\$13.00
WIPES - SPORICIDIN	CLEANING	BX	\$32.00
ZIP TIES 48"	CONTENTS	EA	\$2.25
ZIPPERS FOR CONTAINMENT	CONTAINMENTS	EA	\$12.00

CODE	DESCRIPTION
MARKET	ATI RESERVES THE RIGHT TO ADJUST THE PRICING OF ALL MATERIALS AND CONSUMABLES BASED ON MARKET CONDITIONS BEYOND OUR CONTROL. THIS WOULD INCLUDE PRICING INCREASES FROM MARKET CONDITIONS SUCH AS CHANGES IN PRODUCT DEMANDS BASED UPON A REGIONAL OR NATIONAL CATASTROPHE.
MATERIALS NOT ON THE RATE SHEET	UNSCHEDULED MATERIALS PURCHASED FOR THE PROJECT WILL BE BILLED AT COST PLUS 20%.
SMALL TOOLS	A 3% SMALL TOOLS CHARGE WILL BE BASED ON THE LABOR TOTAL. A LIST OF SMALL TOOLS CAN BE FOUND IN SCHEDULE D.

# Schedule C Equipment



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 1 of 4

DESCRIPTION	CATEGORY	UOM	RATES
50' CABLING (DIESEL, ELECTRIC, OR PROPANE)	POWER	DAY	\$40.00
AIR COMPRESSOR - ELECTRIC LARGE (5 HP)	AIR	DAY	\$225.00
AIR COMPRESSOR - ELECTRIC X-LARGE (15 HP)	AIR	DAY	\$275.00
AIR COMPRESSOR & ACCESSORIES - LARGE (300-450 CFM)	AIR	DAY	\$700.00
AIR COMPRESSOR & ACCESSORIES - MEDIUM (10-50 CFM)	AIR	DAY	\$150.00
AIR COMPRESSOR & ACCESSORIES - SMALL (10 CFM)	AIR	DAY	\$37.00
AIR COMPRESSOR & ACCESSORIES - X-LARGE (90-150 CFM)	AIR	DAY	\$1,900.00
AIR MOVER	DRYING	DAY	\$30.00
AIR MOVER WITH WALL DRYING SYSTEM & ATTACHMENTS	DRYING	DAY	\$150.00
AIR SAMPLING PUMP	AIR	DAY	\$21.00
AIR TOOL KIT	HVAC	DAY	\$25.00
AIR WHIP SYSTEM	HVAC	DAY	\$125.00
AIR WOLF WITH HOSES & TEE VALVES	AIR	DAY	\$150.00
AIRLESS SPRAYER	AIR	DAY	\$175.00
ANTI STATIC HEEL GROUNDOR OR WRIST STRAPS	HIGH TECH	DAY	\$10.00
APPLIANCE DOLLY	MOVING	DAY	\$25.00
BLADDER / ZONE BAG	HVAC	DAY	\$38.00
BOBCAT SKID STEER LOADER	VEHICLE & FUEL	DAY	\$750.00
BORESCOPE	INSPECTION	DAY	\$105.00
BOX VAN - LARGE	VEHICLE & FUEL	DAY	\$450.00
BOX VAN - MEDIUM	VEHICLE & FUEL	DAY	\$350.00
BOX VAN - SMALL	VEHICLE & FUEL	DAY	\$300.00
CABLE RAMP COVERS	POWER	DAY	\$16.00
CARGO VAN	VEHICLE & FUEL	DAY	\$250.00
CARPET CLEANER - PORTABLE	CLEANER	DAY	\$75.00
CARPET CLEANER - TRUCK MOUNTED (FEES INCLUDED)	VEHICLE & FUEL	DAY	\$1,200.00
CART SPRAY SYSTEM	HVAC	DAY	\$105.00
CATASTROPHE TRAILER	VEHICLE & FUEL	DAY	\$580.00
CLEANING EQUIPMENT WITH HEPA	CLEANER	DAY	\$210.00
CUTTING KIT PNEUMATICS/NIBBLER/AIR HAMMER/CLAW RIPPER	HVAC	DAY	\$100.00
DEHUMIDIFIER - LARGE (110-159 PPD)	DRYING	DAY	\$175.00
DEHUMIDIFIER - MEDIUM (70-109 PPD)	DRYING	DAY	\$125.00
DEHUMIDIFIER - SMALL (69 PPD)	DRYING	DAY	\$100.00
DEHUMIDIFIER - X-LARGE (160+ PPD)	DRYING	DAY	\$275.00
DESICCANT DEHUMIDIFIER - LARGE (5,000 CFM)	DRYING	DAY	\$2,000.00
DESICCANT DEHUMIDIFIER - MEDIUM (3,000-4,000 CFM)	DRYING	DAY	\$1,250.00

# Schedule C Equipment



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 2 of 4

DESCRIPTION	CATEGORY	UOM	RATES
DESICCANT DEHUMIDIFIER - SMALL (1,000 - 2,500 CFM)	DRYING	DAY	\$750.00
DESICCANT DEHUMIDIFIER - X-LARGE (7,500 CFM)	DRYING	DAY	\$3,000.00
DESICCANT DEHUMIDIFIER - XX-LARGE (10,000 CFM)	DRYING	DAY	\$2,500.00
DESICCANT DEHUMIDIFIER - XXX-LARGE (15,000 CFM)	DRYING	DAY	\$5,000.00
DRY ICE BLASTING UNIT	MISCELLANEOUS	DAY	\$675.00
DUMP TRUCK	VEHICLE & FUEL	DAY	\$850.00
DUST COLLECTOR - MACHINE-POWERED	CLEANER	DAY	\$300.00
ELECTRICAL DISTRIBUTION PANEL - 100 AMP	POWER	DAY	\$125.00
ELECTRICAL DISTRIBUTION PANEL - 200 AMP	POWER	DAY	\$189.00
ELECTRICAL DISTRIBUTION PANEL - 300 AMP	POWER	DAY	\$275.00
ELECTRICAL DISTRIBUTION PANEL - 400 AMP	POWER	DAY	\$262.50
EXTRACTION FLOOD UNIT - TRUCK MOUNTED	EXTRACTION	DAY	\$150.00
EXTRACTION FLOOD UNIT - TRUCK MOUNTED	EXTRACTION	DAY	\$550.00
FLAT BOX CART	MOVING	DAY	\$16.00
FLATBED MOVING WITH FORKLIFT	VEHICLE & FUEL	DAY	\$750.00
FLOOR BUFFER	FLOOR	DAY	\$45.00
FLOOR EDGER 7"	FLOOR	DAY	\$160.00
FLOOR GRINDER 25"	FLOOR	DAY	\$500.00
FLOOR SCRAPER & REMOVER - RIDE-ON	FLOOR	DAY	\$1,000.00
FOGGER - THERMAL	DEODORIZATION	DAY	\$110.00
FOGGER - ULV	DEODORIZATION	DAY	\$30.00
FURNITURE BLANKETS	MOVING	DAY	\$2.00
FURNITURE PADS	MOVING	DAY	\$9.00
GENERATOR - 10 KW	POWER	DAY	\$120.00
GENERATOR - 100 KW	POWER	DAY	\$945.00
GENERATOR - 150 KW	POWER	DAY	\$1,050.00
GENERATOR - 175 KW	POWER	DAY	\$1,260.00
GENERATOR - 200 KW	POWER	DAY	\$1,365.00
GENERATOR - 250 KW	POWER	DAY	\$1,470.00
GENERATOR - 30 KW	POWER	DAY	\$350.00
GENERATOR - 300 KW	POWER	DAY	\$1,575.00
GENERATOR - 400 KW	POWER	DAY	\$2,100.00
GENERATOR - 5 KW	POWER	DAY	\$90.00
GENERATOR - 50 KW	POWER	DAY	\$578.00
GENERATOR - 75 KW	POWER	DAY	\$720.00
HARD HAT	PPE	DAY	\$20.00
HEATER - ELECTRIC LARGE	HEATING	DAY	\$200.00

# Schedule C Equipment



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 3 of 4

DESCRIPTION	CATEGORY	UOM	RATES
HEATER - ELECTRIC SMALL	HEATING	DAY	\$130.00
HEATER - FURNACE	HEATING	DAY	\$185.00
HEATER - PROPANE LARGE (400K BTU)	HEATING	DAY	\$80.00
HEATER - PROPANE SMALL	HEATING	DAY	\$60.00
HEPA DECON CART	CLEANER	DAY	\$400.00
HYDROGEN TANK	AIR	DAY	\$184.00
HYDROXYL	DEODORIZATION	DAY	\$200.00
INJECTIDRY WITH HOSES	DRYING	DAY	\$125.00
INJECTIDRY WITH HOSES & HEPA INTERCEPTOR	DRYING	DAY	\$140.00
KETT SAW	MISCELLANEOUS	DAY	\$35.00
LIGHT, WORKLIGHT - FLOOD LIGHT, TEMP STRING	POWER	DAY	\$18.00
MANOMETER	INSPECTION	DAY	\$75.00
MOBILE CONTAINMENT CUBES WITH HEPA	CONTAINMENT	DAY	\$500.00
NEGATIVE AIR MACHINE - LARGE (2,000 CFM)	AIR	DAY	\$150.00
NEGATIVE AIR MACHINE - MEDIUM (1,000 - 1,800 CFM)	AIR	DAY	\$120.00
NEGATIVE AIR MACHINE - SMALL (1,000 CFM)	AIR	DAY	\$90.00
NITROGEN TANK	HVAC	DAY	\$70.00
OZONE GENERATOR - LARGE	DEODORIZATION	DAY	\$150.00
OZONE GENERATOR - SMALL	DEODORIZATION	DAY	\$120.00
PASSENGER VAN	VEHICLE & FUEL	DAY	\$275.00
PERSONAL FALL PROTECTION - HARNESS & LANYARD	PPE	DAY	\$10.00
PERSONAL FALL PROTECTION - LIFELINES	PPE	DAY	\$65.00
PICKUP TRUCK	VEHICLE & FUEL	DAY	\$225.00
PICKUP TRUCK - HEAVY DUTY - 3/4 TON	VEHICLE & FUEL	DAY	\$275.00
POP UP SHOWER WITH FILTRATION	CONTAINMENT	DAY	\$125.00
POP UP TENT	MISCELLANEOUS	DAY	\$30.00
PRESSURE WASHER	CLEANER	DAY	\$145.00
PRESSURE WASHER - HOT	CLEANER	DAY	\$170.00
PUMP - SUBMERSIBLE - GAS	EXTRACTION	DAY	\$200.00
RESPIRATOR - 1/2 FACE	PPE	DAY	\$10.50
RESPIRATOR - FULL FACE	PPE	DAY	\$45.00
RESPIRATOR - PAPR	PPE	DAY	\$70.00
ROTARY BRUSH KIT	HVAC	DAY	\$125.00
SCAFFOLDING, ROLLING - LARGE	MISCELLANEOUS	DAY	\$132.00
SCAFFOLDING, ROLLING - SMALL	MISCELLANEOUS	DAY	\$48.00
SODA BLASTER UNIT - 6.5 CU	CLEANER	DAY	\$600.00
SPIDER BOX - WITH CABLE	POWER	DAY	\$69.00

# Schedule C Equipment



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 4 of 4

DESCRIPTION	CATEGORY	UOM	RATES
SPIDER BOX CABLES - 100'	POWER	DAY	\$40.00
STAKEBED	VEHICLE & FUEL	DAY	\$650.00
STORAGE - CONTAINER BOX	MISCELLANEOUS	DAY	\$85.00
THERMAL IMAGING CAMERA	INSPECTION	DAY	\$185.00
THERMOHYGROMETER	INSPECTION	DAY	\$60.00
ULTRA VIOLET MOBILE ROOM SANITIZER LARGE	HIGH TECH	DAY	\$500.00
ULTRA VIOLET MOBILE ROOM SANITIZER SMALL	HIGH TECH	DAY	\$200.00
ULTRASONIC CLEANING MACHINE LARGE	CLEANER	DAY	\$300.00
ULTRASONIC CLEANING MACHINE SMALL	CLEANER	DAY	\$160.00
UTILITY VEHICLE, GOLF CART OR EQUIVALENT	VEHICLE & FUEL	DAY	\$250.00
VACUUM - BACKPACK	CLEANER	DAY	\$90.00
VACUUM - HEALTHCARE	CLEANER	DAY	\$90.00
VACUUM - HEPA - SMALL	CLEANER	DAY	\$90.00
VACUUM- HEPA - LARGE	CLEANER	DAY	\$125.00
VIDEO TOOL ROBOT	HVAC	DAY	\$350.00
WORKSTATION (TABLE, CHAIR, LIGHTS, ESD)	MISCELLANEOUS	DAY	\$22.50

CODE	DESCRIPTION
GAS AND MILEAGE	ATI INCLUDES GASOLINE AND MILEAGE IN THE DAILY RATES FOR VEHICLES. ADDITIONAL GAS AND MILEAGE WILL NOT BE CHARGED.
WEEKLY CONVERSION	THE WEEKLY RENTAL FEE FOR EQUIPMENT IS EQUIVALENT TO 5 DAILY RENTAL FEES. ONCE EQUIPMENT IS ON RENTAL FOR 7 DAYS, THE WEEKLY RATE APPLIES.
MONTHLY CONVERSION	THE MONTHLY RENTAL FEE FOR EQUIPMENT IS EQUIVALENT TO 15 DAILY RENTAL FEES OR 3 WEEKLY RENTAL FEES. ONCE EQUIPMENT IS ON RENTAL FOR 30 DAYS, THE MONTHLY RATE APPLIES.
CONVERSION EXCEPTIONS	WEEKLY AND MONTHLY DISCOUNTS TO NOT APPLY TO VEHICLES OR STORAGE VAULTS. NO CONVERSION DISCOUNTS WILL BE APPLIED TO ANY INVOICE PAID AFTER NET 60 DAYS.
EQUIPMENT CONVERSION EXAMPLE	EXAMPLE: EQUIPMENT ON RENTAL FOR 17 DAYS WILL BE CHARGED FOR 2 WEEKS RENTAL AND 3 DAILY RENTALS. THE 2 WEEKS RENTAL CHARGES EQUATES OUT TO 10 DAILY + 3 DAILY RENTALS = 13 DAY RENTAL. IF THE INVOICE IS NOT PAID IN NET 60 DAYS, THIS EQUIPMENT WILL BE CHARGED FOR 17 DAILY RENTALS.
UNSCHEDULED EQUIPMENT PURCHASE	THE DAILY RENTAL RATE FOR UNSCHEDULED EQUIPMENT PURCHASED FOR THE PROJECT WILL BE 5% OF THE PURCHASE PRICE.

# Schedule D Small Tools



All Divisions • Page 1 of 1

SMALL TOOLS: A 3% CHARGE BASED ON THE LABOR TOTAL	
ACCOUNTING KITS	PAINT ROLLERS
BARREL PUMPS	PALLET JACKS
BARS	PAPER TOWELS
BATTERIES	PLIERS
BOLT CUTTERS	PORTABLE TOOLBOX
BUCKETS	POWER TOOLS
CELL PHONES	RATCHET SETS
CHAIN SAWS	ROTO ZIPS
CHAINS	SANDERS
CHAIRS	SAWZALLS
CROW BARS	SCRAPER BARS
DEMO CART	SCREW DRIVERS
DRILLS	SHEARS
DRIVES	SHOVELS
DUST PANS	SMOCKS
EXTENSION CORDS	SPRAY BOTTLES
FIRE EXTINGUISHERS	SQUEEGEES
FIRST AID KITS	STAPLE GUNS
FLASH LIGHTS	TABLES
FUEL CANS	TAPE GUNS
FURNITURE BLOCKS	TOOL BOX
FURNITURE TAGS	TRASH BINS
HAMMERS	TRASH CANS
HANDLES	T-SHIRTS
HARD HATS	TWO-WAY RADIOS
HOG RINGS	UNGER POLES
ICE CHESTS	UNIFORMS
INVENTORY TAGS	UTILITY BLADES
JOB BOX	UTILITY KNIVES
LADDERS	VESTS
LIGHT BULBS	WATER COOLER
LOCKS	WATER HOSES
MOISTURE METER	WIPES
MOP BUCKETS	WHEELBARROW
MOP HEADS	WRENCHES
MOPS	

# Schedule E Prevailing Wage



AMERICAN TECHNOLOGIES, INC.

All Divisions • Page 1 of 2

LABOR TITLE	PREVAILING WAGE
BUSINESS DEVELOPMENT MANAGER	\$185.00
DEMOLITION	\$150.00
EQUIPMENT OPERATOR	\$150.00
FENCING	\$175.00
FINISH CARPENTRY	\$175.00
FLOORING	\$185.00
FRAMING	\$195.00
GENERAL LABOR	\$145.00
HVAC	\$260.00
INSULATION	\$190.00
MASONRY	\$185.00
MOISTURE PROTECTION	\$195.00
MULTI-TRADE IN-HOUSE FIELD STAFF	\$175.00
PAINTING	\$180.00
PANELING	\$175.00
PLASTER	\$200.00
PLUMBING	\$245.00
RESOURCE COORDINATOR	\$95.00
ROOFER	\$185.00
SIDING	\$200.00
SKILLED TECHNICIAN	\$125.00
SKILLED TECHNICIAN - BIOHAZARD	\$185.00
SKILLED TECHNICIAN - ENVIRONMENTAL	\$125.00
SKILLED TECHNICIAN - HEALTHCARE	\$125.00
SKILLED TECHNICIAN - INFECTION CONTROL	\$175.00
SKILLED TECHNICIAN - TECHNICAL SERVICES	\$125.00
STEEL WORKER	\$125.00
STUCCO	\$175.00
SUPERINTENDENT	\$125.00
SUPERVISOR	\$125.00
SUPERVISOR - BIOHAZARD	\$200.00
SUPERVISOR - ENVIRONMENTAL	\$125.00
SUPERVISOR - HEALTHCARE	\$125.00
SUPERVISOR - INFECTION CONTROL	\$275.00
THERMOGRAPHER / DRYING / MOISTURE MAPPING	\$125.00
TILE INSTALLER	\$175.00
TRADE FOREMAN	\$125.00

# Schedule E Prevailing Wage



All Divisions • Page 2 of 2

LABOR TITLE	PREVAILING WAGE
WALLPAPER	\$175.00
WAREHOUSE LOGISTICS MANAGER	\$125.00
WINDOWS	\$175.00
WOOD FLOORING INSTALLER	\$190.00

# Work Authorization - Commercial Contract - B87-53-20932

Final Audit Report

2019-10-08

Created:	2019-10-08
By:	Mark Lucie (Mark.Lucie@atirestoration.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALU8WLFQY6RGRrkbCI6Ch8PEg2ewf9aQ0

## "Work Authorization - Commercial Contract - B87-53-20932" History

-  Document created by Mark Lucie (Mark.Lucie@atirestoration.com)  
2019-10-08 - 4:48:03 PM GMT - IP address: 136.147.46.8
-  Document emailed to Mark Lucie (Mark.Lucie@atirestoration.com) for signature  
2019-10-08 - 4:48:12 PM GMT
-  Document e-signed by Mark Lucie (Mark.Lucie@atirestoration.com)  
E-signature hosted by Mark Lucie (Mark.Lucie@atirestoration.com)  
Signature Date: 2019-10-08 - 4:50:34 PM GMT - Time Source: server- IP address: 192.40.64.47
-  Document emailed to Scott A. Loehr (matre@centerusd.org) for signature  
2019-10-08 - 4:50:36 PM GMT
-  Email viewed by Scott A. Loehr (matre@centerusd.org)  
2019-10-08 - 5:05:11 PM GMT - IP address: 66.249.84.105
-  Document e-signed by Scott A. Loehr (matre@centerusd.org)  
Signature Date: 2019-10-08 - 5:39:36 PM GMT - Time Source: server- IP address: 206.15.252.30
-  Signed document emailed to Mark Lucie (Mark.Lucie@atirestoration.com) and Scott A. Loehr (matre@centerusd.org)  
2019-10-08 - 5:39:36 PM GMT



POWERED BY  
Adobe Sign

# Center Joint Unified School District

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b>	Maintenance & Operations	Action Item <u>  X  </u>
<b>To:</b>	Board of Trustees	Information Item <u>          </u>
<b>Date:</b>	October 16, 2019	# Attached Pages <u>  19  </u>
<b>From:</b>	Craig Deason, Asst. Superintendent	
<b>Principal/Administrator Initials:</b>	<u>  CD  </u>	

**SUBJECT: Agreement Between Center Joint Unified School District and Rua & Son Mechanical**

The District is requesting approval from the Board to enter into an agreement with Rua & Son Mechanical to furnish all labor, materials, equipment, tools, and utility to perform and complete all work required in connection with Spinelli room #10, Center High School room #300, and District Office Annex room #41 roof replacement.

Contract price is FORTY-NINE THOUSAND, TWO HUNDRED SIXTY-FIVE DOLLARS (\$49,265.00).

**RECOMMENDATION: That the Board of Trustees approves the agreement with Rua & Son Mechanical.**

CONSENT AGENDA

## **AGREEMENT FORM**

**THIS AGREEMENT** ("Agreement" or "Contract"), entered into this 16th day of October, 2019 in the County of Sacramento of the State of California, by and between the Center Joint Unified School District, hereinafter called the "Owner" or the "District", and Rua and Son Mechanical, Inc., hereinafter called the "Contractor".

**WITNESSETH** that the Owner and the Contractor for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with SPI0\_CHS300\_DOA41 Roof Replacement ("Project") in strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Final Completion of the Project within thirty (30) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the Owner within ten (10) days after receipt by the Contractor of the Owner's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of zero Dollars (\$0) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

### **ARTICLE 4 - CONTRACT PRICE:**

4.1 **Contract Price.** The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FORTY-NINE THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS (\$49,265), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth herein.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

4.2 **Warranty of Title.** The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and

equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Project. If a lien or stop notice of any nature should at any time be filed against the Project or any Owner property, by any entity which has supplied material or services at the request of the Contractor, Contractor shall promptly, on demand by Owner and at Contractor's and own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately. If the Contractor fails to furnish to the Owner within five (5) calendar days after demand by the Owner, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then Owner may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by Owner from any sum payable to Contractor under the Contract.

**4.3 Payment Applications.** On or before the fifth (5th) day of each calendar month during the progress of the work, Contractor shall submit to the Architect (or District if there is no Architect), an itemized application for payment for all work completed. Such application shall be notarized, if required, and supported by the information and documents as Architect or District requires. All payment applications shall be on forms approved by the District or Architect.

**4.4 Reasons to Withhold Payment.** The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of, but not limited to:

- (a) Defective work not remedied;
- (b) Stop notices served upon the Owner;
- (c) Liquidated damages assessed against the Contractor;
- (d) Damage to the Owner or other contractor;
- (e) Unsatisfactory prosecution of the work by the Contractor;
- (f) Failure of the Contractor to prosecute the work in a timely manner.
- (g) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- (h) Failure to properly maintain or clean up the site;
- (i) Payments to indemnify, defend, or hold harmless the Owner; or
- (j) Failure to pay Subcontractors or suppliers.

**4.5 Nonconforming Work.** If Contractor defaults or neglects to carry out the work required to complete the Project or fails to perform any provision hereof, Owner may, after 48 hours' written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The Owner shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If Owner deems it inexpedient to correct work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

**ARTICLE 5 - HOLD HARMLESS/ INDEMNITY:** Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, 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 Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Project; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

#### ARTICLE 6 - INSURANCE & BONDS:

6.1 Insurance Requirements. Before the commencement of the work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's work under the Contract and for which the Contractor may be legally liable, whether such work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
- (e) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

6.2 Specific Insurance Requirements. Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a) Per occurrence (combined single limit)	\$1,000,000.00
(b) Project Specific Aggregate (for this Project only)	\$1,000,000.00
(c) Products and Completed Operations (aggregate)	\$1,000,000.00
(d) Personal and Advertising Injury Limit	\$1,000,000.00

Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

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(a)	Automotive and truck where operated in amounts	\$1,000,000.00
(b)	Material Hoist where used in amounts	\$1,000,000.00
(c)	Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
(d)	Hazardous Materials	\$1,000,000.00

6.3 Subcontractor Insurance Requirements. The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the Owner.

6.4 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under Articles 6.1 and 6.2 above, the Owner, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the Owner, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the Owner. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

6.5 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

6.6 Automobile Liability. The Owner, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage.

6.7 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

6.8 Proof of Insurance. The Contractor shall not commence work nor shall it allow any Subcontractor to commence work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:  
 "This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

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(c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner.

(d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

**6.9 Compliance.** In the event of the failure of Contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

**6.10 Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the Owner for damages to the work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the Owner. The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

**6.11 Performance and Payment Bond Requirements.** Prior to commencing any portion of the work, the Contractor shall furnish separate payment and performance bonds for its portion of the work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties. To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Owner may terminate the Contract for cause. Only bonds executed by admitted Surety Insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the Owner.

**ARTICLE 7 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Non-Collusion Declaration
- Contractor's Certificate Regarding Worker's Compensation Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Workers' Compensation/Employers Liability Endorsement General Liability Endorsement
- Automobile Liability Endorsement
- Supplementary and Special Conditions (if any)
- Attachment A - Scope

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 9 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of

schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 10 – TERMINATION OF THE CONTRACT:**

10.1 Termination for Cause. The Owner may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- (e) Otherwise is in substantial breach of a provision of this Agreement.

10.2 Notification of Termination. When any of the above reasons set forth in Article 10.1 above exists, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety written notice of five (5) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept; and
- (c) Complete the work by any reasonable method the Owner may deem expedient, including contracting with a replacement contractor or contractors.

10.3 Payments Withheld. If the Owner terminates the Contract for one of the reasons stated in Article 10.1 above, the Contractor shall not be entitled to receive further payment until the work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

10.4 Payments Upon Completion. If the unpaid balance of the Contract Sum exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

10.5 Termination for Convenience. Owner may terminate the Contract upon five (5) calendar days of written notice to the Contractor and use any reasonable method the Owner deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interest to complete the work. In such a case, the Contractor shall have no claims against the Owner except: (1) the actual cost for labor, materials, and services performed and completed in accordance with the Contract Documents and approved by the District as documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead of all remaining work as determined by the Owner, and (3) five percent (5%) termination cost of the total of item (2). Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept.

**ARTICLE 11 – MISCELLANEOUS PROVISIONS:**

11.1 Record Audit. In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

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11.2 **Contractor's License.** The Contractor must possess throughout the Project a Class C-39 Contractor's License, issued by the State of California, which must be current and in good standing.

11.3 The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the Owner concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.

11.4 Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the Project. Contractor shall not violate any written school policies.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Owner.

11.6 The Owner and Contractor, 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. Contractor shall not assign this Agreement.

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

11.8 This Agreement represents the entire agreement between the Owner and Contractor 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 Owner and the Contractor

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Center Joint Unified School District

CONTRACTOR: RUA & Son Mechanical Inc

Typed or Printed Name

Typed or Printed Name Luis Rua

Title:

Title: President

Signature

Signature

Dated: \_\_\_\_\_

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

## **Attachment A**

### **Scope Of Work**

#### **Inclusions & Scope of Work:**

1. Loose lay 2 7/8" x 14.5" EPS "flute filler" insulation between ribs of the standing seam metal roof.
2. Mechanically attach 1/4" Securock Glass Mat gypsum board,
3. Mechanically attach 60 mil Durolast PVC single ply according to the manufacturers' installation instructions.
4. Install PVC coated metal at the perimeters of the roof.
5. New seamless pre-painted gutters and downspouts.
6. 2 Year Contractor Warranty.

#### **Exclusions:**

1. Wood, Gypsum and/or metal decking and sheathing.
2. Blocking, Backing, Scaffolding, Mock-Up, Interior Work, Painting, Engineering.

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**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION FORM**

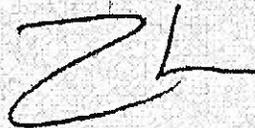
Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

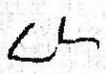
(Signature)



(Print) Luis Rua, President

(Date) 10/14/2019

**In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.**



**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the President [Title] of RUA & Son Mechanical Inc [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 14, 2019 [Date], at Rocklin [City], CA [State].

Signed:  \_\_\_\_\_

Typed Name: Luis Rua, President

## PROPOSAL

To: Center Unified School District

Date: July 21, 2019

Attn: Craig Deason

Reference Project: Spinelli ES Portable 10, Center HS Portable 300, DO Annex Portable 41

We appreciate this opportunity and propose to furnish labor, materials, equipment, and insurance to complete the following scope of work based on construction drawings

Inclusions & Scope of Work:

1. Loose lay 2 7/8" x 14.5" EPS "flute filler" insulation between ribs of the standing seam metal roof.
2. Mechanically attach 1/2" Securock Glass Mat gypsum board,
3. Mechanically attach 60 mil Durolast PVC single ply according to the manufacturers' installation instructions.
4. Install PVC coated metal at the perimeters of the roof.
5. New seamless pre-painted gutters and downspouts.
6. 2 Year Contractor Warranty.
7. Performance and Payment Bonds.

◆ Bid Total: \$49,265.00

Clarifications & Conditions:

We acknowledge (00) Addenda's & (00) Memos/Clarifications/RFI's. Quote valid for 60 Days. Scope of work, conditions, clarifications & exclusions shall be attached or written to contract verbatim.

Standard Exclusions:

All work not specifically addressed in proposal, wood, gypsum and-or metal decking and sheathing, blocking, backing.

Specific Exclusions:

Scaffolding, mock up, interior work, painting, engineering, backing, blocking.

Thank you for your consideration.

Rua and Son Mechanical, Inc.

Marty Jenkins, General Manager

Scope review call (916) 865-7110 or email at [marty@ruainc.com](mailto:marty@ruainc.com)  
State License #816570 (B C20 C39 C43) DIR #1000002506 Certified SBE #36937

**PERFORMANCE BOND**

Bond Number: CAC717877

Premium: \$862.00

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to Rua & Son Mechanical, Inc. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Roof Restoration at (3) Locations: Spinelli Elementary School Portable 10, Center High School Portable 300, and District Office Annex 41 (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated October 16 2019, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, Rua & Son Mechanical, Inc., the undersigned Contractor, as Principal, and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CENTER JOINT UNIFIED SCHOOL DISTRICT DISTRICT in the sum of Forty-Nine Thousand, Two Hundred Sixty-Five\*\*\*\* Dollars (\$ 49,265.00\*\*\*\*), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety

stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligeé to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligeé as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligeé's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligeé of the lowest responsible bidder, arrange for a contract between such bidder and the Obligeé and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligeé under the Contract and any modifications thereto, less the amount previously paid by the Obligeé to the Principal, less any withholdings by the Obligeé allowed under the Contract. Obligeé shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligeé may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligeé, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligeé and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

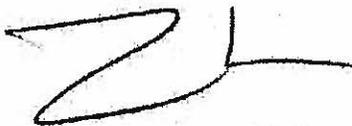
The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligeé is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligeé's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

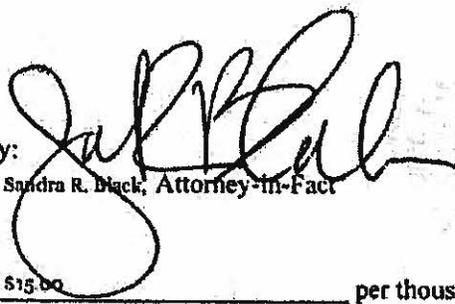
In the event suit is brought upon this bond by the Obligeé and judgment is recovered, the Surety shall pay all costs incurred by the Obligeé in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of October, 2019.

PRINCIPAL/CONTRACTOR: Rua & Son Mechanical, Inc.

By:   
Luis Rua, President

SURETY: Merchants Bonding Company (Mutual)

By:   
Sandra R. Black, Attorney-in-Fact

The rate of premium on this bond is 515.00 per thousand.

\*Maintenance rate for 2nd year \$2.50 per thousand.

The total amount of premium charged: \$ 862.00 (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Merchants Bonding Company (Mutual)  
6700 Westown Parkway  
West Des Moines, IA 50266

(Name and Address of agent or representative for service for service of process in California)

Edgewood Partners Insurance Center  
1765 Challenge Way, Ste. 200  
Sacramento, CA 95815

Telephone: 760-931-4759

Telephone: 877-222-0000

STATE OF CALIFORNIA

)

) SS. Please see attached California All-Purpose Notary Acknowledgment

COUNTY OF

)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires:

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 10-16-19 before me, S. Evans, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature S. Evans  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# MERCHANTS BONDING COMPANY. POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,  
Jonathan Russell; Kathleen Ann Beck; Sandra R Black; Sharon J Rusconk; Sokha Evans

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc. on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of June, 2017.

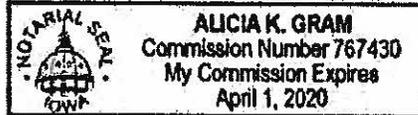


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 22nd day of June, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of October, 2019



*William Warner Jr.*  
Secretary

**PAYMENT BOND**

Bond Number: CAC717877

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to Rua & Son Mechanical, Inc. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Roof Restoration at (3) Locations: Spinelli Elementary School Portable 10, Center High School Portable 300, and District Office Annex 41 (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, Rua & Son Mechanical, Inc., the undersigned Contractor, as Principal; and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CENTER JOINT UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of Forty-Nine Thousand, Two Hundred Sixty-Five\*\*\*\*\* Dollars (\$ 49,265.00\*\*\*\*\*), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

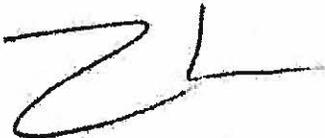
This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of

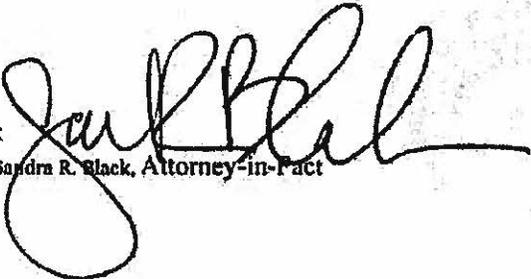
labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the 16th day of October, 2019.

PRINCIPAL/CONTRACTOR: Rua & Son Mechanical, Inc.

By:   
Lisa K. Rua, President

SURETY: Merchants Bonding Company (Mutual)

By:   
Sandra R. Black, Attorney-in-Fact

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

Merchants Bonding Company (Mutual)  
6700 Westown Parkway  
West Des Moines, IA 50266

(Name and Address of agent or representative for  
service for service of process in California)

Edgewood Partners Insurance Center  
1765 Challenge Way, Ste. 200  
Sacramento, CA 95815

Telephone: 760-931-4759

Telephone: 877-222-0000

STATE OF CALIFORNIA

)

) SS. Please see attached California All-Purpose Notary Acknowledgment

COUNTY OF

)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires:

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 10-16-19 before me, S. Evans, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black  
Name(s) of Signor(s)

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

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

Witness my hand and official seal.

Signature S. Evans  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

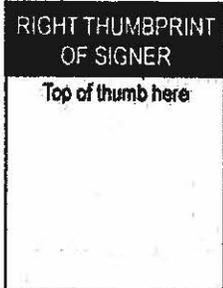
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jonathan Russell; Kathleen Ann Beck; Sandra R Black; Sharon J Rusconi; Sokha Evans

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 22nd day of June, 2017



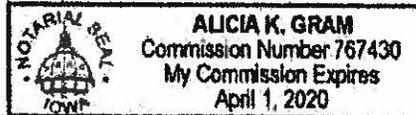
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 22nd day of June 2017 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of October, 2019



*William Warner Jr.*  
Secretary



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.	ALL COVERED LOCATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.	ALL COVERED LOCATIONS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization (Additional Insured):**  
**AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS**

**Effective Date: 01/01/2019**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PROTECTION - PLATINUM**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

**COMMERCIAL AUTO  
AC 70 06 03 16**

**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSURED – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

#### H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II - COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

#### I. FELLOW EMPLOYEE

The Fellow Employee Exclusion of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

#### J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

#### K. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or

#### e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

#### L. EXPANDED TOWING COVERAGE

1. We will pay up to:
  - a. \$150 for a covered "auto" you own of the private passenger type, or
  - b. \$750 for a covered "auto" you own that is not of the private passenger type,for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

#### M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
  - a. The amount paid under SECTION III - PHYSICAL DAMAGE COVERAGE of this policy; and
  - b. Any:
    - 1) Overdue lease/loan payments at the time of the "loss";
    - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - 3) Security deposits not refunded by a lessor;
    - 4) Costs of extended warranties, Credit Life Insurance, Health, Accident, or Disability Insurance purchased with the lease; and
    - 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

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3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

**N. ORIGINAL EQUIPMENT MANUFACTURER PARTS - LEASED PRIVATE PASSENGER TYPES**

Under Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

**O. DEDUCTIBLE AMENDMENTS**

The following are added to the Deductible provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

**P. EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**Q. EXTRA EXPENSE - STOLEN AUTOS**

The following paragraph is added to Section A.4. of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

**R. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:

titled and which you purchased less than 365 days before the date of the "loss".

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**S. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously

**T. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE**

**1. Business Income Coverage**

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to "loss" to a covered "auto" used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

**2. Extra Expense Coverage**

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no "loss" to a covered "auto" used in your business. The loss

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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

**3. Additional Conditions**

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

**4. Limit**

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**5. Definitions**

- a. "Business Income" means the:
  - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
  - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
  - 1.). Begins:
    - (a) 24 hours after the time of loss for Business Income Coverage; or
    - (b) Immediately after the time of loss for Extra Expense Coverage; and
  - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

**6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer or insurance manager, if you are a corporation.
- b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto" , or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



ENDORSEMENT AGREEMENT

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WAIVER OF SUBROGATION  
BLANKET BASIS

REP B1  
9039459-19  
RENEWAL  
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PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JANUARY 1, 2019 AT 12.01 A.M.  
AND EXPIRING JANUARY 1, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

RUA & SON MECHANICAL, INCORPORATED  
4265 DULUTH AVE  
ROCKLIN, CA 95765

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: DECEMBER 27, 2018

*Kent R. LaRuff*  
AUTHORIZED REPRESENTATIVE

*Vernon Steiner*  
PRESIDENT AND CEO



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.	ALL COVERED LOCATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1. Required by the contract or agreement; or**

**2. Available under the applicable Limits of Insurance shown in the Declarations;**

**whichever is less.**

**This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.	ALL COVERED LOCATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization (Additional Insured):**  
**AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS**

**Effective Date: 01/01/2019**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PROTECTION - PLATINUM**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

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AC 70 06 03 16**

**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

#### H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

#### I. FELLOW EMPLOYEE

The Fellow Employee Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

#### J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

#### K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or

#### e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

#### L. EXPANDED TOWING COVERAGE

1. We will pay up to:

- a. \$150 for a covered "auto" you own of the private passenger type, or
- b. \$750 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

#### M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:

- a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
- b. Any:
  - 1) Overdue lease/loan payments at the time of the "loss";
  - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - 3) Security deposits not refunded by a lessor;
  - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
  - 5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

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3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

### N. ORIGINAL EQUIPMENT MANUFACTURER PARTS - LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

### O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

### P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

### Q. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

### R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**S. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously

titled and which you purchased less than 365 days before the date of the "loss".

**T. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE**

**1. Business Income Coverage**

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to "loss" to a covered "auto" used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

**2. Extra Expense Coverage**

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no "loss" to a covered "auto" used in your business. The loss

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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

**3. Additional Conditions**

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

**4. Limit**

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**5. Definitions**

- a. "Business Income" means the:
  - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
  - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
  - 1.). Begins:
    - (a) 24 hours after the time of loss for Business Income Coverage; or
    - (b) Immediately after the time of loss for Extra Expense Coverage; and
  - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

**6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer or insurance manager, if you are a corporation.
- b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

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PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JANUARY 1, 2019 AT 12.01 A.M.  
AND EXPIRING JANUARY 1, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

**RUA & SON MECHANICAL, INCORPORATED**  
**4265 DULUTH AVE**  
**ROCKLIN, CA 95765**

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: DECEMBER 27, 2018

*Kent R. Va. Lauf*  
AUTHORIZED REPRESENTATIVE

*Vernon Steiner*  
PRESIDENT AND CEO



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.	ALL COVERED LOCATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.	ALL COVERED LOCATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization (Additional Insured):**  
**AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS \_\_\_\_\_**

**Effective Date: 01/01/2019**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PROTECTION - PLATINUM**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

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**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who Is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**H. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**I. FELLOW EMPLOYEE**

The Fellow Employee Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily Injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

**J. HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

**K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

**L. EXPANDED TOWING COVERAGE**

1. We will pay up to:
  - a. \$150 for a covered "auto" you own of the private passenger type, or
  - b. \$750 for a covered "auto" you own that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**M. AUTO LOAN OR LEASE COVERAGE**

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
  - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
  - b. Any:
    - 1) Overdue lease/loan payments at the time of the "loss";
    - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - 3) Security deposits not refunded by a lessor;
    - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
    - 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

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- Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

### N. ORIGINAL EQUIPMENT MANUFACTURER PARTS - LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

- We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

### O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

- If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
- If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

### P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

### Q. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III - PHYSICAL DAMAGE COVERAGE:

- We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

### R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

#### C. Limit Of Insurance

- The most we will pay for "loss" in any one "accident" is the lesser of:
  - The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - The cost of repairing or replacing the damaged or stolen property.
- \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - An integral part of such equipment.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- The cost of repairing or replacing may:

titled and which you purchased less than 365 days before the date of the "loss".

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**S. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously

**T. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE**

**1. Business Income Coverage**

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to "loss" to a covered "auto" used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

**2. Extra Expense Coverage**

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no "loss" to a covered "auto" used in your business. The loss

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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

**3. Additional Conditions**

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

**4. Limit**

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**5. Definitions**

a. "Business Income" means the:

- 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
- 2.). Continuing normal operating expenses incurred, including payroll.

b. "Period of Restoration" means the period of time that:

- 1.). Begins:
  - (a) 24 hours after the time of loss for Business Income Coverage; or
  - (b) Immediately after the time of loss for Extra Expense Coverage; and
- 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

**6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer or insurance manager, if you are a corporation.
- b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

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considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

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PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

EFFECTIVE JANUARY 1, 2019 AT 12.01 A.M.  
AND EXPIRING JANUARY 1, 2020 AT 12.01 A.M.

**RUA & SON MECHANICAL, INCORPORATED**  
4265 DULUTH AVE  
ROCKLIN, CA 95765

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: DECEMBER 27, 2018

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

# Center Joint Unified School District

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b>	Maintenance & Operations	Action Item <u>  X  </u>
<b>To:</b>	Board of Trustees	Information Item <u>      </u>
<b>Date:</b>	October 23, 2019	# Attached Pages <u>  18  </u>
<b>From:</b>	Craig Deason, Asst. Superintendent	
<b>Principal/Administrator Initials:</b>	<u>  CD  </u>	

**SUBJECT: Agreement Between Center Joint Unified School District and End Hill Sports, LLC**

The District is requesting approval from the Board to enter into an agreement with End Hill Sports, LLC to perform and complete all work required in connection with cleaning, repair, and repainting of all game-line markings on the track in the Center High School stadium.

Contract price is FIFTY-EIGHT THOUSAND, NINE HUNDRED TWENTY-FIVE DOLLARS (\$58,925.00).

**RECOMMENDATION: That the Board of Trustees approves the agreement with End Hill Sports, LLC.**

CONSENT AGENDA

**AGREEMENT FORM**

**THIS AGREEMENT** ("Agreement" or "Contract"), entered into this 20th day of November, 2019 in the County of Sacramento of the State of California, by and between the Center Joint Unified School District, hereinafter called the "Owner" or the "District", and End Hill Sports, LLC, hereinafter called the "Contractor".

**WITNESSETH** that the Owner and the Contractor for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Center High Track ("Project") in strict accordance with the Contract Documents enumerated in Article 9 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Final Completion of the Project within thirty (30) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the Owner within ten (10) days after receipt by the Contractor of the Owner's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of zero Dollars (\$0) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

**ARTICLE 4 - CONTRACT PRICE:**

4.1 **Contract Price.** The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FIFTY-EIGHT THOUSAND, NINE HUNDRED TWENTY-FIVE DOLLARS (\$58,925), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth herein.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

4.2 **Warranty of Title.** The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and

equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Project. If a lien or stop notice of any nature should at any time be filed against the Project or any Owner property, by any entity which has supplied material or services at the request of the Contractor, Contractor shall promptly, on demand by Owner and at Contractor's and own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately. If the Contractor fails to furnish to the Owner within five (5) calendar days after demand by the Owner, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then Owner may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by Owner from any sum payable to Contractor under the Contract.

4.3 **Payment Applications.** On or before the fifth (5th) day of each calendar month during the progress of the work, Contractor shall submit to the Architect (or District if there is no Architect), an itemized application for payment for all work completed. Such application shall be notarized, if required, and supported by the information and documents as Architect or District requires. All payment applications shall be on forms approved by the District or Architect.

4.4 **Reasons to Withhold Payment.** The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of, but not limited to:

- (a) Defective work not remedied;
- (b) Stop notices served upon the Owner;
- (c) Liquidated damages assessed against the Contractor;
- (d) Damage to the Owner or other contractor;
- (e) Unsatisfactory prosecution of the work by the Contractor;
- (f) Failure of the Contractor to prosecute the work in a timely manner.
- (g) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- (h) Failure to properly maintain or clean up the site;
- (i) Payments to indemnify, defend, or hold harmless the Owner; or
- (j) Failure to pay Subcontractors or suppliers.

4.5 **Nonconforming Work.** If Contractor defaults or neglects to carry out the work required to complete the Project or fails to perform any provision hereof, Owner may, after 48 hours' written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The Owner shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If Owner deems it inexpedient to correct work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

**ARTICLE 5 - HOLD HARMLESS/ INDEMNITY:** Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, 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 Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Project; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

#### **ARTICLE 6 – INSURANCE & BONDS:**

6.1 **Insurance Requirements.** Before the commencement of the work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's work under the Contract and for which the Contractor may be legally liable, whether such work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
- (e) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

6.2 **Specific Insurance Requirements.** Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a) Per occurrence (combined single limit)	\$1,000,000.00
(b) Project Specific Aggregate (for this Project only)	\$1,000,000.00
(c) Products and Completed Operations (aggregate)	\$1,000,000.00
(d) Personal and Advertising Injury Limit	\$1,000,000.00

Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a)	Automotive and truck where operated in amounts	\$1,000,000.00
(b)	Material Hoist where used in amounts	\$1,000,000.00
(c)	Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
(d)	Hazardous Materials	\$1,000,000.00

6.3 **Subcontractor Insurance Requirements.** The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the Owner.

6.4 **Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required under Articles 6.1 and 6.2 above, the Owner, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the Owner, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the Owner. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

6.5 **Workers' Compensation Insurance.** During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

6.6 **Automobile Liability.** The Owner, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

6.7 **Other Insurance.** The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

6.8 **Proof of Insurance.** The Contractor shall not commence work nor shall it allow any Subcontractor to commence work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:  
 "This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner.

(d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

6.9 **Compliance.** In the event of the failure of Contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

6.10 **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the Owner for damages to the work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the Owner. The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

6.11 **Performance and Payment Bond Requirements.** Prior to commencing any portion of the work, the Contractor shall furnish separate payment and performance bonds for its portion of the work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties. To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Owner may terminate the Contract for cause. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the Owner.

**ARTICLE 7 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Non-Collusion Declaration
- Contractor's Certificate Regarding Worker's Compensation
- Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- Supplementary and Special Conditions (if any)

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 9 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of

schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 10 – TERMINATION OF THE CONTRACT:**

10.1 Termination for Cause. The Owner may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- (e) Otherwise is in substantial breach of a provision of this Agreement.

10.2 Notification of Termination. When any of the above reasons set forth in Article 10.1 above exists, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety written notice of five (5) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept; and
- (c) Complete the work by any reasonable method the Owner may deem expedient, including contracting with a replacement contractor or contractors.

10.3 Payments Withheld. If the Owner terminates the Contract for one of the reasons stated in Article 10.1 above, the Contractor shall not be entitled to receive further payment until the work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

10.4 Payments Upon Completion. If the unpaid balance of the Contract Sum exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

10.5 Termination for Convenience. Owner may terminate the Contract upon five (5) calendar days of written notice to the Contractor and use any reasonable method the Owner deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interest to complete the work. In such a case, the Contractor shall have no claims against the Owner except: (1) the actual cost for labor, materials, and services performed and completed in accordance with the Contract Documents and approved by the District as documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead of all remaining work as determined by the Owner, and (3) five percent (5%) termination cost of the total of item (2). Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept.

**ARTICLE 11 – MISCELLANEOUS PROVISIONS:**

11.1 Record Audit. In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

11.2 Contractor's License. The Contractor must possess throughout the Project a Class C-39 Contractor's License, issued by the State of California, which must be current and in good standing.

11.3 The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the Owner concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.

11.4 Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the Project. Contractor shall not violate any written school policies.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Owner.

11.6 The Owner and Contractor, 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. Contractor shall not assign this Agreement.

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

11.8 This Agreement represents the entire agreement between the Owner and Contractor 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 Owner and the Contractor

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Center Joint Unified School District

CONTRACTOR:

Typed or Printed Name

Typed or Printed Name

Title:

Title:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

Type or Printed Name

Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

**Scope Of Work**

**To Clean, Repair, and Repaint all Game-line markings.**

**Install New Blue Mondo super-x material, cost breakdown is as follows:  
Removal of existing, labor/ prep, leveling, vapor barrier, installation of new  
Pole Vault and Long Jump / Triple Jump Runway Take-off Areas.**

Removal of old surface and prep work,	\$2,500.00
2 part Mondo polyurethane adhesive, 5 units @ \$285.00	\$1,425.00
Install new Mondo Super- X (From Attic Stock) on runways	\$2,500.00
Mobilization Wisconsin to Antelope, CA	\$ 6,000.00
Seam Repairs	\$ 2,000.00
Cleaning surface per Mondo Requirements and Guidelines	\$16,000.00
Painting New Game-lines and Markings	\$ 28,500.00
<b>Total Due at <u>Completion</u></b>	<b>\$58,925.00</b>

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

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

**PAYMENT BOND**

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CENTER JOINT UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact



**PERFORMANCE BOND**

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CENTER JOINT UNIFIED SCHOOL DISTRICT DISTRICT in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or

released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).



**GUARANTEE**

Guarantee for \_\_\_\_\_ We hereby guarantee that the \_\_\_\_\_, which we have installed in \_\_\_\_\_ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one year from the date of the Notice of Completion of the above-mentioned structure by the Center Joint Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than ten (10) days after being notified in writing by the Owner or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the Owner's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By:

By:

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name:

Address:

Phone Number:

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

<b>Dept. /Site: Business Department</b>		
<b>Date:</b>	<b>10/2/2019</b>	<b>Action Item</b>
<b>To:</b>	<b>Board of Trustees</b>	<b>Information Item</b>
<b>From:</b>	<b>Lisa Coronado</b>	<b># Attached Page <u>1</u></b>

**SUBJECT:**

**APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT  
PAYROLL ORDERS**

The Governing board is asked to approve the attached payroll Orders for July 2019 through September 2019.

**RECOMMENDATION: That the CJUSD Board of Trustees approve the District Payroll Orders for July 2019 through September 2019.**

CONSENT AGENDA

<b>DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2020</b>					
--	--	--	--	--	--

	<b>REGULAR</b>	<b>VARIABLE</b>	<b>SPECIAL</b>	<b>TOTAL PAYROLL</b>	<b>#OF TRANSACTIONS</b>
JULY	\$ 998,917.58	\$ 27,760.12		\$ 1,026,677.70	508
AUG	\$ 2,766,840.07	\$ 95,022.80		\$ 2,861,862.87	818
SEPT	\$ 2,746,586.98	\$ 117,904.64		\$ 2,864,491.62	881
OCT				\$ -	
NOV				\$ -	
DEC				\$ -	
2-Jan				\$ -	
JAN				\$ -	
FEB				\$ -	
MARCH				\$ -	
APRIL				\$ -	
MAY				\$ -	
JUNE				\$ -	
SPECIAL				\$ -	
	<b>\$ 6,512,344.63</b>	<b>\$ 240,687.56</b>	<b>\$ -</b>	<b>\$ 6,753,032.19</b>	<b>2207</b>

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** September , 2019

**To:** Board of Trustees

**From:** Lisa Coronado

Action Item

Information Item

# Attached Pages 57

**SUBJECT: Supplemental Agenda – Commercial Warrant Registers**

September 5, 2019, \$264,294.86, September 12, 2019, \$190,767.67,  
September 19, 2019, \$215,993.18, September 25, 2019, \$553,743.92

**The commercial warrant payments to vendor's total**

**\$ 1,224,799.63**

**RECOMMENDATION: That the CJUSD Board of Trustees approve the Supplemental Agenda – Vendor Warrants as presented**

CONSENT AGENDA

XV-20

Batch status: A All

From batch: 0010

To batch: 0010

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P	OBJE	SIT GOAL	FUNC	RES DEP	T9MPS	Liq Amt	Net Amount
-----										
016855/00	ACCOUNTING UNIT									
685	PO-200657	09/05/2019	2019326000N	1	01-8150-0-5800-106-0000-8110-007-000	NN	F		500.00	500.00
				TOTAL PAYMENT AMOUNT					500.00 *	500.00
010005/00	ACHIEVE3000 INC									
605	PO-200580	09/05/2019	44128	1	01-3182-0-5800-475-3200-1000-015-130	NN	F		3,550.36	3,295.00
				TOTAL PAYMENT AMOUNT					3,295.00 *	3,295.00
018354/00	ALLIANCE FIRE ALARMS									
391	PO-200375	09/05/2019	AFA23749	1	01-8150-0-5800-106-0000-8110-007-000	NN	F		19,746.00	19,746.00
				TOTAL PAYMENT AMOUNT					19,746.00 *	19,746.00
018424/00	ALVAREZ, KELLY									
708	PO-200687	09/05/2019	AUGUST MILEAGE	1	01-5630-0-5800-601-1421-1000-017-120	NN	F		91.80	91.80
				TOTAL PAYMENT AMOUNT					91.80 *	91.80
016075/00	ANWAR, SHAHNAZ									
704	PO-200677	09/05/2019	reimb rewards	1	01-3010-0-4300-371-1110-1000-012-108	NN	F		41.64	41.64
				TOTAL PAYMENT AMOUNT					41.64 *	41.64
010400/00	AT&T									
75	PO-200066	09/05/2019	81008413	1	01-0000-0-5930-106-0000-8110-007-000	NN	P		9.34	9.34
				TOTAL PAYMENT AMOUNT					9.34 *	9.34
018533/00	ATKINSON ANDELSON LOYA RUDD									
696	PO-200671	09/05/2019	575050	1	01-0000-0-5880-105-0000-7200-005-000	NE	P		7,095.37	7,095.37
				TOTAL PAYMENT AMOUNT					7,095.37 *	7,095.37
019504/00	B & H PHOTO-VIDEO									
619	PO-200601	09/05/2019	161741818	1	01-0000-0-4300-238-1110-1000-010-000	NN	F		2.38	2.38
				TOTAL PAYMENT AMOUNT					2.38 *	2.38

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
-----														
015195/00	BIONDI PAVING & ENGINEERING													
214	PO-200204	09/05/2019	12373	1	01-8150-0-5600-106-0000-8110-007-000	NN	F						48,450.00	26,700.00
			TOTAL PAYMENT AMOUNT										26,700.00 *	26,700.00
016216/00	BORASI, CHRIS													
703	PO-200676	09/05/2019	reimb bins	1	01-0000-0-4300-371-1110-1000-012-996	NN	F						52.34	52.34
			TOTAL PAYMENT AMOUNT										52.34 *	52.34
022597/00	BSN SPORTS													
406	PO-200398	09/05/2019	905882598	1	01-0076-0-4300-472-1110-4200-014-816	NN	F						442.26	442.26
406	PO-200398	09/05/2019	905882598	2	01-0076-0-5800-472-1110-4200-014-816	NN	F						801.33	801.33
			TOTAL PAYMENT AMOUNT										1,243.59 *	1,243.59
021045/00	CALDWELL FLORES WINTERS INC													
109	PO-200101	09/05/2019	#2	1	01-0000-0-5800-101-1110-1000-002-995	NN	P						12,500.00	12,500.00
			TOTAL PAYMENT AMOUNT										12,500.00 *	12,500.00
022599/00	CALIFORNIA DEPT OF EDUCATION													
701	PO-200675	09/05/2019	INTEREST	1	01-0000-0-5800-105-0000-7200-005-000	NN	F						188.49	188.49
			TOTAL PAYMENT AMOUNT										188.49 *	188.49
016082/00	CARMAZZI GLOBAL SOLUTIONS													
313	PO-200312	09/05/2019	28568	1	01-0740-0-5800-103-4760-1000-019-304	NN	P						236.25	236.25
			TOTAL PAYMENT AMOUNT										236.25 *	236.25
017662/00	DEASON, STUART													
706	PO-200678	09/05/2019	REIMB SNACKS	1	01-3010-0-4300-371-1110-1000-012-108	NN	F						93.10	93.10
			TOTAL PAYMENT AMOUNT										93.10 *	93.10

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
021626/00	DELTA WIRELESS INC													
664	PO-200627	09/05/2019	145004867-1	1	01-0000-0-5800-106-0000-8110-007-000	NN	F						115.00	115.00
													TOTAL PAYMENT AMOUNT	115.00 *
010336/00	ECOTECH PEST MANAGEMENT INC													
73	PO-200064	09/05/2019	31058	1	01-0000-0-5500-106-0000-8110-007-000	NN	P						712.00	712.00
													TOTAL PAYMENT AMOUNT	712.00 *
020612/00	EMICS INC													
698	PO-200673	09/05/2019	#1568	1	01-0000-0-5800-115-0000-7200-021-000	NN	F						12,750.00	12,750.00
													TOTAL PAYMENT AMOUNT	12,750.00 *
010592/00	EWING IRRIGATION PRODUCTS													
49	PO-200055	09/05/2019	8220227	1	01-0000-0-4300-106-0000-8110-007-000	NN	P						434.09	434.09
													TOTAL PAYMENT AMOUNT	434.09 *
017005/00	FERGUSON ENTERPRISES INC #686													
25	PO-200026	09/05/2019	6877626	1	01-8150-0-4300-106-0000-8110-007-000	NN	P						74.53	74.53
													TOTAL PAYMENT AMOUNT	74.53 *
017681/00	GEARY PACIFIC SUPPLY													
617	PO-200584	09/05/2019	4092789	1	01-8150-0-4300-106-0000-8110-007-000	NN	P						3,326.94	3,326.94
													TOTAL PAYMENT AMOUNT	3,326.94 *
017079/00	INSTITUTE FOR BRAIN POTENTIAL													
650	PO-200640	09/05/2019	K10J-PC13	1	01-6500-0-5200-102-5001-3120-019-000	NN	F						112.06	104.00
													TOTAL PAYMENT AMOUNT	104.00 *
017899/00	LAWSON, BECKY													
103	PO-200091	09/05/2019	AUG MILEAGE	1	01-0000-0-5210-103-0000-2110-019-000	N	P						19.72	19.72
													TOTAL PAYMENT AMOUNT	19.72 *

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS		Liq Amt	Net Amount
-----								
021914/00	LOY MATTISON ENTERPRISES							
235	PO-200219	09/05/2019	070119081519		1 01-0000-0-5800-106-0000-8110-007-000 NY P		1,375.00	1,375.00
	TOTAL PAYMENT AMOUNT						1,375.00 *	1,375.00
022406/00	MAXIM HEALTHCARE SERVICES INC							
631	PO-200632	09/05/2019	6734740262		1 01-6500-0-5800-102-5750-1180-019-000 NN P		1,104.00	1,104.00
631	PO-200632	09/05/2019	6758800262		1 01-6500-0-5800-102-5750-1180-019-000 NN P		1,620.50	1,620.50
636	PO-200634	09/05/2019	6734740262		1 01-0740-0-5800-104-0000-3140-019-128 NN P		750.00	750.00
636	PO-200634	09/05/2019	6747740262		1 01-0740-0-5800-104-0000-3140-019-128 NN P		1,465.00	1,465.00
636	PO-200634	09/05/2019	6758800262		1 01-0740-0-5800-104-0000-3140-019-128 NN P		3,000.00	3,000.00
	TOTAL PAYMENT AMOUNT						7,939.50 *	7,939.50
019087/00	MCCARTY, MELADEE							
639	PO-200647	09/05/2019	AUGUST 2019		1 01-6500-0-5800-102-5750-1180-019-000 NY P		1,200.00	1,200.00
	TOTAL PAYMENT AMOUNT						1,200.00 *	1,200.00
020602/00	MCGRAW HILL SCHOOL EDUCATION							
459	PO-200444	09/05/2019	109120873001		1 01-6300-0-4200-103-1110-1000-019-000 NN F		1,634.28	1,640.69
	TOTAL PAYMENT AMOUNT						1,640.69 *	1,640.69
010563/00	MHL ENTERPRISES							
687	PO-200658	09/05/2019	831		1 01-0000-0-5800-106-0000-8200-007-000 NY F		3,500.00	3,500.00
	TOTAL PAYMENT AMOUNT						3,500.00 *	3,500.00
019059/00	MILLENNIUM TERMITES & PEST							
72	PO-200063	09/05/2019	TR-71099		1 01-0000-0-5500-106-0000-8110-007-000 NN P		91.00	91.00
72	PO-200063	09/05/2019	TR-72628		1 01-0000-0-5500-106-0000-8110-007-000 NN P		57.00	57.00
72	PO-200063	09/05/2019	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
019828/00	MIRANDA, RYAN							
691	PO-200670	09/05/2019	MILEAGE		1 01-0740-0-5210-601-1110-1000-017-120 NN F		54.93	54.93
	TOTAL PAYMENT AMOUNT						54.93 *	54.93

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT GOAL	FUNC RES DEP T9MPS	Liq Amt	Net Amount	
-----								
015536/00	MYSTERY SCIENCE INC							
324	PO-200333	09/05/2019	48977	1	01-0000-0-5800-234-1110-1000-008-000	NN F	999.00	999.00
TOTAL PAYMENT AMOUNT						999.00 *		999.00
017576/00	OFFICE DEPOT							
250	PO-200237	09/05/2019	349242698001	1	01-0000-0-4300-234-1110-1000-008-000	NN P	442.03	442.03
250	PO-200237	09/05/2019	349242697001	1	01-0000-0-4300-234-1110-1000-008-000	NN F	194.73	32.64
260	PO-200238	09/05/2019	349395605002	1	01-6300-0-4300-234-1110-1000-008-000	NN P	27.31	27.31
260	PO-200238	09/05/2019	349351477002	1	01-6300-0-4300-234-1110-1000-008-000	NN P	31.52	31.52
260	PO-200238	09/05/2019	349395617001	1	01-6300-0-4300-234-1110-1000-008-000	NN P	31.99	31.99
260	PO-200238	09/05/2019	349+395627001	1	01-6300-0-4300-234-1110-1000-008-000	NN P	157.79	157.79
260	PO-200238	09/05/2019	349395616001	1	01-6300-0-4300-234-1110-1000-008-000	NN P	23.23	23.23
260	PO-200238	09/05/2019	349395605001	1	01-6300-0-4300-234-1110-1000-008-000	NN F	3,062.71	2,967.34
267	PO-200242	09/05/2019	349362499001	1	01-0000-0-4300-234-1110-1000-008-000	NN F	669.60	620.95
273	PO-200247	09/05/2019	349200435001	1	01-0000-0-4300-234-1110-1000-008-000	NN F	311.61	215.68
289	PO-200274	09/05/2019	350193273001	1	01-0000-0-4300-234-1110-1000-008-000	NN P	77.57	77.57
289	PO-200274	09/05/2019	350193277001	1	01-0000-0-4300-234-1110-1000-008-000	NN P	18.31	18.31
289	PO-200274	09/05/2019	350193274001	1	01-0000-0-4300-234-1110-1000-008-000	NN F	1,162.68	1,066.39
311	PO-200298	09/05/2019	352334113001	2	01-0000-0-4300-238-1110-1000-010-000	NN F	33.65	33.65
311	PO-200298	09/05/2019	352334113001	1	01-6300-0-4300-238-1110-1000-010-000	NN F	164.29	133.94
343	PO-200325	09/05/2019	353649717001, 6001	1	01-0000-0-4300-236-1110-1000-009-000	NN F	144.23	144.23
343	PO-200325	09/05/2019	353649716001, 7001	2	01-6300-0-4300-236-1110-1000-009-000	NN F	81.80	81.80
348	PO-200329	09/05/2019	353621941001	2	01-6300-0-4300-236-1110-1000-009-000	NN F	69.92	67.12
348	PO-200329	09/05/2019	353621941001	1	01-0000-0-4300-236-1110-1000-009-000	NN F	228.01	228.01
351	PO-200342	09/05/2019	355440262001	2	01-6300-0-4300-236-1110-1000-009-000	NN F	120.30	120.30
351	PO-200342	09/05/2019	355440262001	1	01-0000-0-4300-236-1110-1000-009-000	NN F	214.20	205.09
352	PO-200343	09/05/2019	355443661001, 2001	1	01-0000-0-4300-236-1110-1000-009-000	NN F	171.81	145.26
352	PO-200343	09/05/2019	370108724001,	2	01-6300-0-4300-236-1110-1000-009-000	NN F	59.36	59.36
356	PO-200347	09/05/2019	355445443001, 2001	1	01-0000-0-4300-236-1110-1000-009-000	NN F	202.73	202.73
356	PO-200347	09/05/2019	355445442001, 3001	2	01-6300-0-4300-236-1110-1000-009-000	NN F	159.95	111.52
357	PO-200348	09/05/2019	355433915001	1	01-0000-0-4300-236-1110-1000-009-000	NN F	192.06	192.06
357	PO-200348	09/05/2019	355433915001	2	01-6300-0-4300-236-1110-1000-009-000	NN F	122.34	113.10
418	PO-200387	09/05/2019	357085343001	1	01-0000-0-4300-236-1110-1000-009-000	NN F	87.57	87.57
418	PO-200387	09/05/2019	357085343001	2	01-6300-0-4300-236-1110-1000-009-000	NN F	50.54	50.54
396	PO-200395	09/05/2019	357813910001	1	01-0000-0-4300-472-0000-2700-014-000	NN F	51.83	22.86
396	PO-200395	09/05/2019	357813909000, 359406511001	2	01-0000-0-5800-472-0000-2700-014-000	NN F	29.09	29.09
360	PO-200408	09/05/2019	359632999001	1	01-3010-0-4300-236-1110-1000-009-111	NN P	1,573.10	1,573.10
360	PO-200408	09/05/2019	307990842001	1	01-3010-0-4300-236-1110-1000-009-111	NN M	-406.08	-406.08
360	PO-200408	09/05/2019	359633000001	1	01-3010-0-4300-236-1110-1000-009-111	NN P	129.29	129.29
360	PO-200408	09/05/2019	359633001001	1	01-3010-0-4300-236-1110-1000-009-111	NN P	43.09	43.09
360	PO-200408	09/05/2019	359632998001	1	01-3010-0-4300-236-1110-1000-009-111	NN F	1,051.45	239.64
520	PO-200495	09/05/2019	366830773001	1	01-0000-0-4300-472-1655-1000-014-000	NN P	143.30	143.30
520	PO-200495	09/05/2019	366827032001	1	01-0000-0-4300-472-1655-1000-014-000	NN M	-143.30	-143.30
520	PO-200495	09/05/2019	363946530001	1	01-0000-0-4300-472-1655-1000-014-000	NN F	377.10	373.35

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req	Reference	Date	Description	FD	RESO P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
-----														
017576 (CONTINUED)														
537	PO-200526	09/05/2019	366194727001	1	01-0000-0-4300-234-1110-1000-008-000	NN	P						281.14	281.14
537	PO-200526	09/05/2019	366194730001	1	01-0000-0-4300-234-1110-1000-008-000	NN	P						52.58	52.58
537	PO-200526	09/05/2019	366194728001	1	01-0000-0-4300-234-1110-1000-008-000	NN	F						26.14	26.17
613	PO-200581	09/05/2019	368693562001	1	01-8150-0-4300-106-0000-8110-007-000	NN	F						63.51	63.51
614	PO-200582	09/05/2019	368692738001	1	01-6500-0-4300-102-5001-2700-019-000	NN	F						130.59	130.59
597	PO-200590	09/05/2019	369051532001	1	01-0000-0-4300-234-1110-1000-008-000	NN	F						191.64	161.58
618	PO-200600	09/05/2019	369050383001	1	01-6300-0-4300-238-1110-1000-010-000	NN	F						49.15	49.15
618	PO-200600	09/05/2019	369050383001	2	01-0000-0-4300-238-1110-1000-010-000	NN	F						12.30	12.30
625	PO-200604	09/05/2019	369049381001	1	01-0000-0-4300-472-1355-1000-014-000	NN	F						71.10	71.10
626	PO-200605	09/05/2019	369049823001	1	01-0000-0-4300-234-1110-1000-008-000	NN	F						74.71	74.71
				TOTAL PAYMENT AMOUNT								10,616.20 *	10,616.20	
017829/00 OLMSTEAD, ERICA														
722	PO-200693	09/05/2019	REIMB BAGS	1	01-3010-0-4300-240-1110-1000-011-110	NN	F						22.65	22.65
				TOTAL PAYMENT AMOUNT								22.65 *	22.65	
010580/00 PASS ASSURED LLC														
667	PO-200650	09/05/2019	27774	1	01-0037-0-5800-103-1110-1000-019-000	NN	F						6,877.00	6,877.00
				TOTAL PAYMENT AMOUNT								6,877.00 *	6,877.00	
014069/00 PLATT ELECTRIC SUPPLY INC														
37	PO-200050	09/05/2019	v985822	1	01-8150-0-4300-106-0000-8110-007-000	NN	P						195.76	195.76
				TOTAL PAYMENT AMOUNT								195.76 *	195.76	
021401/00 PRACTI-CAL INC														
381	PO-200370	09/06/2019	343550	1	01-5640-0-5800-102-0000-2700-019-000	NN	P						14.25	14.25
				TOTAL PAYMENT AMOUNT								14.25 *	14.25	
018199/00 PRESTWICK HOUSE														
582	PO-200557	09/05/2019	375324	1	01-0000-0-4300-472-1355-1000-014-000	YN	F						117.64	109.90
				TOTAL PAYMENT AMOUNT								109.90 *	109.90	
				TOTAL USE TAX AMOUNT								8.52		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P	OBJE	SIT GOAL	FUNC	RES DEP	T9MPS	Liq Amt	Net Amount
-----										
016341/00	R & S OVERHEAD DOORS & GATES									
205	PO-200196	09/05/2019	131264	1	01-8150-0-4300-106-0000-8110-007-000	NN	F		2,489.03	2,310.00
205	PO-200196	09/05/2019	131264	2	01-8150-0-5600-106-0000-8110-007-000	NN	F		3,900.00	3,900.00
TOTAL PAYMENT AMOUNT									6,210.00 *	6,210.00
019976/00	RAMIREZ, TRACY LAFAY									
183	PO-200192	09/05/2019	AUGUST MILEAGE	1	01-6500-0-5210-102-5060-2110-019-000	NN	P		20.59	20.59
TOTAL PAYMENT AMOUNT									20.59 *	20.59
021803/00	REASON, LYN									
720	PO-200692	09/05/2019	REIMB SUPPLIES	1	01-0000-0-4300-240-1110-1000-011-000	NN	F		60.67	60.67
720	PO-200692	09/05/2019	REIMB SUPPLIES	2	01-6300-0-4300-240-1110-1000-011-000	NN	F		25.91	25.91
TOTAL PAYMENT AMOUNT									86.58 *	86.58
010242/00	ROTO-ROOTER PLUMBERS									
671	PO-200653	09/05/2019	332283978	1	01-8150-0-5600-106-0000-8110-007-000	NN	F		3,376.51	3,376.51
671	PO-200653	09/05/2019	332283979	2	01-8150-0-4300-106-0000-8110-007-000	NN	F		2,923.49	2,923.49
TOTAL PAYMENT AMOUNT									6,300.00 *	6,300.00
020883/00	SCHOLASTIC BOOK CLUB INC.									
669	PO-200652	09/05/2019	M6763177	1	01-6300-0-4300-475-3200-1000-015-106	NN	F		329.67	329.67
TOTAL PAYMENT AMOUNT									329.67 *	329.67
014786/00	SCHOOL SPECIALTY INC									
419	PO-200388	09/05/2019	308103381444	1	01-0000-0-4300-236-1110-1000-009-000	NN	F		120.37	118.00
419	PO-200388	09/05/2019	308103381444	2	01-6300-0-4300-236-1110-1000-009-000	NN	F		117.29	116.51
596	PO-200575	09/05/2019	208123761536	1	01-6300-0-4300-240-1110-1000-011-000	NN	F		116.84	116.84
TOTAL PAYMENT AMOUNT									351.35 *	351.35
016043/00	SHELTONS UNLIMITED MECHANICAL									
668	PO-200651	09/05/2019	19-23484,1923664	1	01-8150-0-4300-106-0000-8110-007-000	NN	F		1,161.55	1,161.55
668	PO-200651	09/05/2019	19-23484, 1923664	2	01-8150-0-5600-106-0000-8110-007-000	NN	F		237.60	237.60
668	PO-200651	09/05/2019	19-23484,19-23664	3	01-8150-0-5800-106-0000-8110-007-000	NN	F		180.00	180.00
TOTAL PAYMENT AMOUNT									1,579.15 *	1,579.15

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT GOAL	FUNC RES DEP T9MPS	Liq Amt	Net	Amount	
-----									
019683/00	SIERRA FOOTHILLS ACADEMY								
637	PO-200635	09/05/2019	JULY-19	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	5,394.23	5,394.23
TOTAL PAYMENT AMOUNT						5,394.23	*	5,394.23	
010376/00	SLAKEY BROS. INC.								
666	PO-200645	09/05/2019	80556624-00	1	01-8150-0-4300-106-0000-8110-007-000	NN	P	416.43	416.43
TOTAL PAYMENT AMOUNT						416.43	*	416.43	
014813/00	SMITH, JANELLE								
689	PO-200669	09/05/2019	MILEAGE	1	01-0740-0-5210-601-1110-1000-017-120	NN	F	8.35	8.35
TOTAL PAYMENT AMOUNT						8.35	*	8.35	
010263/00	SMUD								
78	PO-200069	09/05/2019	7000000347	1	01-0000-0-5510-106-0000-8110-007-000	NN	P	63,298.14	63,298.14
TOTAL PAYMENT AMOUNT						63,298.14	*	63,298.14	
020252/00	STAPLES BUSINESS CREDIT								
522	PO-200497	09/05/2019	177136221-0-1	1	01-5630-0-4300-601-1421-2700-017-120	NN	P	95.64	95.64
522	PO-200497	09/05/2019	177136221-0-3	1	01-5630-0-4300-601-1421-2700-017-120	NN	F	163.61	155.14
TOTAL PAYMENT AMOUNT						250.78	*	250.78	
022563/00	THERESA LUNSFORD								
702	PO-200685	09/05/2019	REIMB CANDY	1	01-3010-0-4300-371-1110-1000-012-108	NN	F	71.52	71.52
702	PO-200685	09/05/2019	REIMB SUBSCRIPTION	2	01-3010-0-5800-371-1110-1000-012-108	NN	F	20.00	20.00
TOTAL PAYMENT AMOUNT						91.52	*	91.52	
010139/00	TROXELL COMMUNICATIONS INC								
423	PO-200403	09/05/2019	192517	1	01-0000-0-4400-371-1110-1000-012-000	NN	F	1,185.25	1,185.25
TOTAL PAYMENT AMOUNT						1,185.25	*	1,185.25	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT GOAL	PUNC RES DEP T9MPS	Liq Amt	Net Amount	
-----								
018542/00	WALKER, SHANDA							
705	PO-200686	09/05/2019	AUG MILEAGE	1	01-5630-0-5800-601-1421-1000-017-120	NN F	6.08	6.08
TOTAL PAYMENT AMOUNT						6.08 *		6.08
010552/00	WAXIE SANITARY SUPPLY							
145	PO-200131	09/05/2019	78517216	1	01-0000-0-9320-000-0000-0000-000-000	NN P	2,599.61	2,599.61
145	PO-200131	09/05/2019	78515349	1	01-0000-0-9320-000-0000-0000-000-000	NN P	20.63	20.63
145	PO-200131	09/05/2019	78460362	1	01-0000-0-9320-000-0000-0000-000-000	NN P	246.34	246.34
145	PO-200131	09/05/2019	78456581	1	01-0000-0-9320-000-0000-0000-000-000	NN P	135.27	135.27
145	PO-200131	09/05/2019	78487747	1	01-0000-0-9320-000-0000-0000-000-000	NN P	2,115.69	2,115.69
145	PO-200131	09/05/2019	78505125	1	01-0000-0-9320-000-0000-0000-000-000	NN P	20.04	20.04
145	PO-200131	09/05/2019	78705124	1	01-0000-0-9320-000-0000-0000-000-000	NN P	158.49	158.49
145	PO-200131	09/05/2019	78505121	1	01-0000-0-9320-000-0000-0000-000-000	NN P	111.20	111.20
145	PO-200131	09/05/2019	78500338	1	01-0000-0-9320-000-0000-0000-000-000	NN P	58.99	58.99
145	PO-200131	09/05/2019	78517214	1	01-0000-0-9320-000-0000-0000-000-000	NN P	1,757.84	1,757.84
145	PO-200131	09/05/2019	78528268	1	01-0000-0-9320-000-0000-0000-000-000	NN P	68.82	68.82
TOTAL PAYMENT AMOUNT						7,292.92 *		7,292.92
020026/00	WORTHINGTON DIRECT							
426	PO-200405	09/05/2019	INV342711CEN134	1	01-3010-0-4300-371-1110-1000-012-000	NN F	420.63	418.84
TOTAL PAYMENT AMOUNT						418.84 *		418.84
TOTAL FUND PAYMENT						217,323.34 **		217,323.34
TOTAL USE TAX AMOUNT						8.52		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef			
Req Reference	Date	Description	FD	RESO	P OBJE	SIT	GOAL	FUNC	RES DEP	T9MPS	Liq Amt	Net Amount
-----												
021420/00	ANDERSON, TASHIA											
677	PO-200665	09/05/2019	refund	1	13-5310-0-8634-000-0000-0000-000-000	NN	F				15.00	15.00
TOTAL PAYMENT AMOUNT											15.00 *	15.00
020098/00	BIG TRAY											
130	PO-200118	09/05/2019	820599	1	13-5310-0-4300-108-0000-3700-020-000	NN	P				90.51	90.51
TOTAL PAYMENT AMOUNT											90.51 *	90.51
011205/00	CULTURE SHOCK YOGURT											
165	PO-200152	09/05/2019	8485	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				195.00	195.00
TOTAL PAYMENT AMOUNT											195.00 *	195.00
011602/00	DANIELSEN CO., THE											
146	PO-200132	09/05/2019	203532	1	13-5310-0-4700-108-0000-3700-020-000	N	P				1,460.07	1,460.07
146	PO-200132	09/05/2019	203532	2	13-5310-0-4300-108-0000-3700-020-000	N	P				8.00	8.00
TOTAL PAYMENT AMOUNT											1,468.07 *	1,468.07
016670/00	FATCAT BAKERY											
167	PO-200154	09/05/2019	160875	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				2,150.00	2,150.00
TOTAL PAYMENT AMOUNT											2,150.00 *	2,150.00
021080/00	GOLD STAR FOODS INC											
159	PO-200149	09/05/2019	1338100	1	13-5310-0-4700-108-0000-3700-020-000	NN	M				-533.20	-533.20
159	PO-200149	09/05/2019	2794046	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				487.80	487.80
159	PO-200149	09/05/2019	2794052	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				966.60	966.60
159	PO-200149	09/05/2019	2801875	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				4,513.55	4,513.55
159	PO-200149	09/05/2019	2801894	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				2,439.99	2,439.99
159	PO-200149	09/05/2019	2801904	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				997.46	997.46
159	PO-200149	09/03/2019	2802150	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				103.08	103.08
159	PO-200149	09/05/2019	2805812	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				5,506.62	5,506.62
159	PO-200149	09/05/2019	2805818	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				2,317.73	2,317.73
159	PO-200149	09/05/2019	2808804	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				32.50	32.50
159	PO-200149	09/05/2019	2808804	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				16.25	16.25
159	PO-200149	09/05/2019	2808837	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				32.50	32.50
159	PO-200149	09/05/2019	2808861	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				554.00	554.00
159	PO-200149	09/05/2019	2812476	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				4,313.04	4,313.04
159	PO-200149	09/05/2019	2815141	1	13-5310-0-4700-108-0000-3700-020-000	NN	P				4,313.04	4,313.04

081 CENTER UNIFIED SCHOOL DISTRICT J23349  
 09-05-19

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0010 9-5-19  
 FUND : 13 CAFETERIA FUND

APY500 L.00.13 09/05/19 10:17 PAGE 12  
 << Open >>

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num FD RESO P OBJE SIT GOAL	Account num FUNC RES DEP T9MPS	EE ES Liq Amt	E-Term Net Amount	E-ExtRef Net Amount
TOTAL PAYMENT AMOUNT					3,397.79	*			3,397.79
TOTAL FUND PAYMENT					46,971.52	**			46,971.52
TOTAL BATCH PAYMENT					264,294.86	***	0.00		264,294.86
TOTAL USE TAX AMOUNT					8.52				
TOTAL DISTRICT PAYMENT					264,294.86	****	0.00		264,294.86
TOTAL USE TAX AMOUNT					8.52				
TOTAL FOR ALL DISTRICTS:					264,294.86	****	0.00		264,294.86
TOTAL USE TAX AMOUNT					8.52				

Number of checks to be printed: 66, not counting voids due to stub overflows.

Batch status: A All

From batch: 0011

To batch: 0011

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL	FUNC RES DEP T9MPS	Liq Amt	Net Amount		
-----								
018839/00	ACADEMIC INNOVATIONS LLC							
543 PO-200530	09/12/2019	IN0134356	1 01-6300-0-5800-472-1110-1000-014-000	NN F	199.00	199.00		
TOTAL PAYMENT AMOUNT					199.00 *			
010005/00	ACHIEVE3000 INC							
742 PO-200710	09/12/2019	FRN28XCVXD9	1 01-3182-0-5200-475-3200-1000-015-130	NN F	840.00	840.00		
TOTAL PAYMENT AMOUNT					840.00 *			
010669/00	ALHAMBRA & SIERRA SPRINGS							
332 PO-200318	09/11/2019	663302014871405	1 01-0000-0-5600-103-0000-7200-019-000	NN P	20.97	20.97		
332 PO-200318	09/12/2019	14871405	2 01-0000-0-4300-103-0000-7200-019-000	NN P	53.43	53.43		
457 PO-200442	09/12/2019	27045224780818	2 01-0000-0-5600-105-0000-7200-005-000	NN P	30.47	30.47		
TOTAL PAYMENT AMOUNT					104.87 *			
021763/00	ALL STAR RENTS							
801 PO-200769	09/12/2019	875399-10	1 01-8150-0-4300-106-0000-8110-007-000	NN F	138.33	138.33		
801 PO-200769	09/12/2019	875399-10	2 01-8150-0-5600-106-0000-8110-007-000	NN F	37.85	37.85		
TOTAL PAYMENT AMOUNT					176.18 *			
020082/00	ALLRED, MARIE							
777 PO-200753	09/12/2019	REIMB T-SHIRTS	1 01-0000-0-5800-371-0000-2700-012-000	NN F	642.66	642.66		
TOTAL PAYMENT AMOUNT					642.66 *			
020392/00	ALPHA CERAMIC SUPPLIES INC							
479 PO-200457	09/12/2019	351820	1 01-6300-0-4300-371-1110-1000-012-000	NN F	715.31	706.23		
TOTAL PAYMENT AMOUNT					706.23 *			
011617/00	AMADOR STAGE LINES							
754 PO-200732	09/12/2019	10470	1 01-0076-0-5865-472-1110-4200-014-302	NN F	225.89	225.89		
754 PO-200732	09/12/2019	10470	2 01-0740-0-5865-112-0000-3600-022-302	NN F	380.79	380.79		
TOTAL PAYMENT AMOUNT					606.68 *			

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP	T9MPS	Liq Amt	Net Amount
-----								
018900/00	AMERICAN TIME & SIGNAL CO.							
40	PO-200052	09/12/2019	821043					
				1	01-8150-0-4300-106-0000-8110-007-000	NN	P	504.44
								504.44
								TOTAL PAYMENT AMOUNT
								504.44 *
010564/00	APPLE COMPUTER							
697	PO-200672	09/12/2019	AA37517142					
				1	01-6500-0-4400-102-5001-3120-019-000	NN	F	2,162.85
								2,162.85
								TOTAL PAYMENT AMOUNT
								2,162.85 *
020766/00	ASSET GENIE INC							
608	PO-200595	09/12/2019	1416768	1	01-0000-0-4300-472-1110-1000-014-000	YN	P	187.70
								187.70
609	PO-200596	09/12/2019	1416769	1	01-0000-0-4300-472-1110-1000-014-000	NN	P	104.85
								104.85
609	PO-200596	09/12/2019	1418037	1	01-0000-0-4300-472-1110-1000-014-000	YN	F	29.62
								19.95
610	PO-200597	09/12/2019	1416767	1	01-0000-0-4300-472-1110-1000-014-000	YN	F	229.18
								127.20
								TOTAL PAYMENT AMOUNT
								439.70 *
								TOTAL USE TAX AMOUNT
								25.96
011481/00	AT&T							
74	PO-200065	09/12/2019	9391028109					
				1	01-0000-0-5930-106-0000-8110-007-000	NN	P	7,294.84
								7,294.84
								TOTAL PAYMENT AMOUNT
								7,294.84 *
021604/00	ATLAS DISPOSAL INDUSTRIES							
71	PO-200062	09/12/2019	1031	1	01-0000-0-5525-106-0000-8110-007-000	NN	P	263.68
								263.68
71	PO-200062	09/12/2019	149397	1	01-0000-0-5525-106-0000-8110-007-000	NN	P	620.35
								620.35
71	PO-200062	09/12/2019	149398	1	01-0000-0-5525-106-0000-8110-007-000	NN	P	1,913.32
								1,913.32
71	PO-200062	09/12/2019	149399	1	01-0000-0-5525-106-0000-8110-007-000	NN	P	822.09
								822.09
71	PO-200062	09/12/2019	149400	1	01-0000-0-5525-106-0000-8110-007-000	NN	P	336.29
								336.29
71	PO-200062	09/12/2019	149401	1	01-0000-0-5525-106-0000-8110-007-000	NN	P	299.57
								299.57
71	PO-200062	09/12/2019	149402	1	01-0000-0-5525-106-0000-8110-007-000	NN	P	573.20
								573.20
71	PO-200062	09/12/2019	149403	1	01-0000-0-5525-106-0000-8110-007-000	NN	P	520.56
								520.56
71	PO-200062	09/12/2019	149404	1	01-0000-0-5525-106-0000-8110-007-000	NN	P	93.77
								93.77
71	PO-200062	09/12/2019	189672	1	01-0000-0-5525-106-0000-8110-007-000	NN	P	308.46
								308.46
								TOTAL PAYMENT AMOUNT
								5,751.29 *

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount					
-----										
019504/00	B & H PHOTO-VIDEO									
665 PO-200628	09/12/2019	161794837	1 01-0000-0-4300-115-0000-7700-021-000 NN F	84.56	84.56					
TOTAL PAYMENT AMOUNT				84.56 *						
019624/00	B & H VIDEO									
499 PO-200585	09/12/2019	161742201	1 01-0000-0-4300-234-1110-1000-008-000 NN F	32.28	32.28					
TOTAL PAYMENT AMOUNT				32.28 *						
010442/00	BAR HEIN									
126 PO-200114	09/12/2019	582535	1 01-0000-0-4300-106-0000-8110-007-000 N P	1.98	1.98					
TOTAL PAYMENT AMOUNT				1.98 *						
010549/00	BEACON ROOFING SUPPLY									
764 PO-200734	09/12/2019	DQ27592	1 01-8150-0-4300-106-0000-8110-007-000 NN P	114.23	114.23					
764 PO-200734	09/12/2019	DQ98237	1 01-8150-0-4300-106-0000-8110-007-000 NN F	208.44	208.44					
TOTAL PAYMENT AMOUNT				322.67 *						
011328/00	BEAMER, KATRINA									
773 PO-200750	09/12/2019	REIMB PORT	1 01-0000-0-4300-238-1110-1000-010-000 NN F	63.99	63.99					
TOTAL PAYMENT AMOUNT				63.99 *						
016149/00	BENNETT, JANET									
758 PO-200740	09/12/2019	REIMB OFFICE PRO	1 01-6387-0-4400-472-1110-1000-019-201 NN F	1,100.86	1,100.86					
TOTAL PAYMENT AMOUNT				1,100.86 *						
022347/00	BLAISDELLS BUSINESS PRODUCTS									
662 PO-200626	09/12/2019	1407027-0	1 01-0740-0-4300-475-3200-2700-015-106 NN F	43.94	49.34					
673 PO-200661	09/12/2019	1409206-0	1 01-6512-0-4300-102-5001-3110-019-122 NN F	145.61	145.61					
678 PO-200666	09/12/2019	1409236-0	1 01-6512-0-4300-102-5001-3110-019-122 NN F	170.78	170.78					
711 PO-200699	09/12/2019	1411169-0	1 01-0409-0-4300-472-0000-2420-014-000 NN P	186.68	186.68					
711 PO-200699	09/12/2019	1411169-1	1 01-0409-0-4300-472-0000-2420-014-000 NN F	54.82	54.82					
723 PO-200702	09/12/2019	1411161-0	1 01-0000-0-4300-472-1550-1000-014-000 NN F	100.66	100.66					
767 PO-200745	09/12/2019	1412744-0	1 01-0000-0-4300-472-5770-1110-014-000 NN F	37.30	37.30					
TOTAL PAYMENT AMOUNT				745.19 *						

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
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020334/00	BROOKLYN PUBLISHERS LLC													
607	PO-200594	09/12/2019	49542			1	01-0000-0-4300-371-1110-1000-012-000						52.02	49.00
TOTAL PAYMENT AMOUNT													49.00 *	49.00
017998/00	BROWER MECHANICAL INC													
736	PO-200706	09/12/2019	262367			1	01-8150-0-5800-106-0000-8110-007-000						160.00	160.00
736	PO-200706	09/12/2019	262367			2	01-8150-0-4300-106-0000-8110-007-000						1,046.00	1,046.00
TOTAL PAYMENT AMOUNT													1,206.00 *	1,206.00
022597/00	BSN SPORTS													
207	PO-200197	09/12/2019	905713945			1	01-9181-0-4400-106-0000-8100-007-921						3,200.94	3,200.94
TOTAL PAYMENT AMOUNT													3,200.94 *	3,200.94
020121/00	BULLSEYE LEAK DETECTION INC													
731	PO-200704	09/12/2019	26802V			1	01-8150-0-5800-106-0000-8110-007-000						1,275.00	1,275.00
TOTAL PAYMENT AMOUNT													1,275.00 *	1,275.00
013980/00	BUTTES/CENTER STATE PIPE &													
24	PO-200025	09/12/2019	S010933083.001			1	01-8150-0-4300-106-0000-8110-007-000						373.55	373.55
24	PO-200025	09/12/2019	S010846564.001			1	01-8150-0-4300-106-0000-8110-007-000						70.72	70.72
TOTAL PAYMENT AMOUNT													444.27 *	444.27
014824/00	CALIFORNIA DEPARTMENT OF EDUC.													
715	PO-200720	09/12/2019	REGIST-CHANEY,CHAMBERLAIN			1	01-7220-0-5200-472-1110-1000-014-209						700.00	700.00
TOTAL PAYMENT AMOUNT													700.00 *	700.00
018769/00	CALIFORNIA FBLA													
738	PO-200727	09/12/2019	STATEMENT #1			1	01-6387-0-5800-472-1110-1000-019-201						140.00	140.00
TOTAL PAYMENT AMOUNT													140.00 *	140.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt	Net	Amount
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016082/00	CARMAZZI GLOBAL SOLUTIONS							
313 PO-200312	09/12/2019	28667	1	01-0740-0-5800-103-4760-1000-019-304	NN P	210.00		210.00
313 PO-200312	09/12/2019	28788	1	01-0740-0-5800-103-4760-1000-019-304	NN P	210.00		210.00
TOTAL PAYMENT AMOUNT						420.00 *		420.00
020305/00	CDW GOVERNMENT INC.							
367 PO-200357	09/12/2019	TPB6841	1	01-6387-0-5800-472-1110-1000-019-201	NN F	4,469.30		4,469.30
599 PO-200591	09/12/2019	TSV7772	1	01-0000-0-5800-472-0000-2700-014-000	NN F	1,197.45		1,197.45
TOTAL PAYMENT AMOUNT						5,666.75 *		5,666.75
010407/00	CENTER UNIFIED REVOLVING FUND							
707 PO-200736	09/12/2019	4263	1	01-0000-0-5200-472-1385-1000-014-000	NN F	396.00		396.00
TOTAL PAYMENT AMOUNT						396.00 *		396.00
013928/00	CINTAS LOCATION 622							
135 PO-200122	09/12/2019	4029514750	1	01-0000-0-5800-111-0000-8200-007-000	NN P	28.31		28.31
135 PO-200122	09/12/2019	4029514755	1	01-0000-0-5800-111-0000-8200-007-000	NN P	6.12		6.12
135 PO-200122	09/12/2019	4029514768	1	01-0000-0-5800-111-0000-8200-007-000	NN P	65.31		65.31
135 PO-200122	09/12/2019	40295514776	1	01-0000-0-5800-111-0000-8200-007-000	NN P	11.20		11.20
135 PO-200122	09/12/2019	4029514796	1	01-0000-0-5800-111-0000-8200-007-000	NN P	26.14		26.14
135 PO-200122	09/12/2019	4029514845	1	01-0000-0-5800-111-0000-8200-007-000	NN P	65.56		65.56
135 PO-200122	09/12/2019	4029514872	1	01-0000-0-5800-111-0000-8200-007-000	NN P	28.01		28.01
135 PO-200122	09/12/2019	4029514890	1	01-0000-0-5800-111-0000-8200-007-000	NN P	9.99		9.99
TOTAL PAYMENT AMOUNT						240.64 *		240.64
021464/00	CMI EDUCATION INSTITUTE INC							
587 PO-200587	09/12/2019	2159232	1	01-6500-0-5200-102-5001-3120-019-000	NN P	199.99		199.99
587 PO-200587	09/12/2019	1817357	1	01-6500-0-5200-102-5001-3120-019-000	NN F	84.38		84.38
TOTAL PAYMENT AMOUNT						268.87 *		268.87
021813/00	CONSOLIDATED COMMUNICATIONS							
158 PO-200144	09/12/2019	916-150-1610/0	1	01-0000-0-5930-106-0000-8110-007-000	NN P	767.97		767.97
TOTAL PAYMENT AMOUNT						767.97 *		767.97

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL	FUNC RES DEP T9MPS	Liq Amt	Net Amount		
017449/00	CUE INC							
709 PO-200679	09/12/2019	80416	1 01-0000-0-5200-472-1110-1000-014-000	NN P	289.00	289.00		
709 PO-200679	09/12/2019	80419	1 01-0000-0-5200-472-1110-1000-014-000	NN F	289.00	289.00		
TOTAL PAYMENT AMOUNT					578.00 *			578.00
018079/00	DAUBENMIRE, TRACIE							
422 PO-200425	09/12/2019	AUG MILEAGE	1 01-6500-0-5210-102-5060-2110-019-000	NN P	45.88	45.88		
TOTAL PAYMENT AMOUNT					45.88 *			45.88
016142/00	DAWN ALTOBELL							
748 PO-200714	09/12/2019	REIMB CHIMES	1 01-0000-0-4300-234-1110-1000-008-000	NN F	38.76	38.76		
TOTAL PAYMENT AMOUNT					38.76 *			38.76
010336/00	ECOTECH PEST MANAGEMENT INC							
73 PO-200064	09/12/2019	27113	1 01-0000-0-5500-106-0000-8110-007-000	NN P	712.00	712.00		
TOTAL PAYMENT AMOUNT					712.00 *			712.00
014514/00	ELLIS & ELLIS SIGN SYSTEMS							
PO-192735	09/12/2019	170353	1 01-9181-0-6200-106-0000-8500-007-621	NN P	22,012.80	22,012.80		
TOTAL PAYMENT AMOUNT					22,012.80 *			22,012.80
010592/00	EWING IRRIGATION PRODUCTS							
768 PO-200746	09/12/2019	8220226	1 01-0000-0-4300-106-0000-8110-007-000	NN F	2,627.24	2,627.24		
TOTAL PAYMENT AMOUNT					2,627.24 *			2,627.24
017005/00	FERGUSON ENTERPRISES INC #686							
25 PO-200026	09/12/2019	6855793	1 01-8150-0-4300-106-0000-8110-007-000	NN P	104.72	104.72		
25 PO-200026	09/12/2019	7988769	1 01-8150-0-4300-106-0000-8110-007-000	NN P	36.84	36.84		
TOTAL PAYMENT AMOUNT					141.56 *			141.56

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP	T9MPS	Liq Amt	Net Amount
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015172/00	FRENCH, DAVID L.							
761 PO-200759	09/12/2019	REIMB REFRESHMENTS	1	01-3182-0-4300-475-3200-1000-015-130	NN F		26.45	26.45
792 PO-200763	09/12/2019	REIMB REFRESHMENTS	1	01-3182-0-4300-475-3200-1000-015-130	NN F		20.34	20.34
TOTAL PAYMENT AMOUNT								46.79 *
011348/00	HM RECEIVALBES CO LLC							
514 PO-200509	09/12/2019	954525901	1	01-0037-0-4100-103-1110-1000-019-000	NN F		3,513.94	3,513.94
TOTAL PAYMENT AMOUNT								3,513.94 *
017603/00	HUNT, CAROL							
113 PO-200105	09/12/2019	AUG MILEAGE	1	01-0000-0-5210-101-0000-7150-002-000	NN P		5.86	5.86
804 PO-200771	09/12/2019	REIMB COFFEE	1	01-0000-0-4300-101-0000-7150-002-000	NN F		59.96	59.96
TOTAL PAYMENT AMOUNT								65.82 *
010939/00	IML SECURITY SUPPLY							
443 PO-200431	09/12/2019	2348617	1	01-8150-0-4400-106-0000-8110-007-000	NN F		945.37	945.37
540 PO-200515	09/12/2019	2348617	1	01-8150-0-4300-106-0000-8110-007-000	NN P		107.89	107.89
TOTAL PAYMENT AMOUNT								1,053.26 *
020783/00	KIMBALL MIDWEST							
762 PO-200733	09/12/2019	7351055	1	01-0740-0-4300-112-0000-3600-022-302	NN F		190.99	190.99
TOTAL PAYMENT AMOUNT								190.99 *
020767/00	LAW, JENNIFER							
781 PO-200754	09/12/2019	REIMB MEMBER FEE	1	01-0000-0-5300-371-1110-1000-012-204	NN F		65.00	65.00
TOTAL PAYMENT AMOUNT								65.00 *
010806/00	LD PRODUCTS							
718 PO-200690	09/12/2019	SIP-010138040	1	01-0000-0-4300-236-1110-1000-009-000	NN F		50.73	50.73
TOTAL PAYMENT AMOUNT								50.73 *

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP	T9MPS	Liq Amt	Net Amount
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019928/00	LEFLER, SARAROSE							
713	PO-200719	09/12/2019	TRAVEL EXPENSE	1	01-0740-0-5200-472-1110-1000-014-205	NN F	180.52	180.52
			TOTAL PAYMENT AMOUNT				180.52 *	180.52
016191/00	MARY RUTH NEAL							
747	PO-200713	09/12/2019	REIMB SCREEN FOR IPAD	1	01-0000-0-4300-234-1110-1000-008-000	NN F	150.84	150.84
			TOTAL PAYMENT AMOUNT				150.84 *	150.84
020602/00	MCGRAW HILL SCHOOL EDUCATION							
395	PO-200484	09/12/2019	109202959001	1	01-0037-0-4100-103-1110-1000-019-000	NN F	5,620.82	5,815.47
			TOTAL PAYMENT AMOUNT				5,815.47 *	5,815.47
019828/00	MIRANDA, RYAN							
788	PO-200761	09/12/2019	REIMB FOOD	1	01-5630-0-4300-601-1421-1000-017-120	NN F	5.96	5.96
			TOTAL PAYMENT AMOUNT				5.96 *	5.96
018419/00	NCPS							
638	PO-200636	09/12/2019	NCPS4053	1	01-6500-0-5800-102-5750-1180-019-000	NN P	1,059.52	1,059.52
			TOTAL PAYMENT AMOUNT				1,059.52 *	1,059.52
021173/00	NORTH STATE TIRE CO. INC							
800	PO-200768	09/12/2019	K99401,99273,99325	1	01-0740-0-4300-112-0000-3600-022-302	NN F	1,461.95	1,461.95
800	PO-200768	09/12/2019	K99401,99273,99325	2	01-0740-0-5800-112-0000-3600-022-302	NN F	183.75	183.75
			TOTAL PAYMENT AMOUNT				1,645.70 *	1,645.70
015787/00	O'REILLY AUTO PARTS							
54	PO-200040	09/09/2019	1333147- August	1	01-0740-0-4300-112-0000-3600-022-302	NN P	231.40	231.40
			TOTAL PAYMENT AMOUNT				231.40 *	231.40

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount	
017576/00	OFFICE DEPOT							
221 PO-200210	09/12/2019	347734282001	2	01-6300-0-4300-238-1110-1000-010-000	NN F	110.76	104.03	
221 PO-200210	09/12/2019	347734282001	1	01-0000-0-4300-238-1110-1000-010-000	NN F	13.70	13.70	
223 PO-200211	09/12/2019	347739261001	1	01-0000-0-4300-238-1110-1000-010-000	NN F	151.80	151.80	
223 PO-200211	09/12/2019	365674337001	2	01-6300-0-4300-238-1110-1000-010-000	NN F	281.80	265.96	
320 PO-200306	09/12/2019	352775243001	1	01-0000-0-4300-371-1110-1000-012-000	NN F	19.88	19.88	
320 PO-200306	09/12/2019	352775243001	2	01-6300-0-4300-371-1110-1000-012-000	NN F	112.11	112.11	
347 PO-200339	09/12/2019	355429282001	2	01-6300-0-4300-371-1110-1000-012-000	NN F	90.61	90.61	
347 PO-200339	09/12/2019	355429282001	1	01-0000-0-4300-371-1110-1000-012-000	NN F	81.96	81.96	
349 PO-200340	09/12/2019	355438476002	1	01-0000-0-4300-371-1110-1000-012-000	NN F	69.99	69.98	
349 PO-200340	09/12/2019	355438476001	2	01-6300-0-4300-371-1110-1000-012-000	NN F	164.78	164.78	
354 PO-200345	09/12/2019	355431361002	1	01-0000-0-4300-371-1110-1000-012-000	NN F	94.49	94.49	
354 PO-200345	09/12/2019	355431361001	2	01-6300-0-4300-371-1110-1000-012-000	NN F	21.13	21.13	
333 PO-200389	09/12/2019	357809713001	1	01-6300-0-4300-371-1110-1000-012-000	NN F	155.06	155.06	
630 PO-200608	09/12/2019	369052318001	1	01-0000-0-4300-236-1110-1000-009-000	NN P	22.80	22.80	
630 PO-200608	09/12/2019	369052319001	1	01-0000-0-4300-236-1110-1000-009-000	NN F	809.45	809.45	
627 PO-200621	09/12/2019	371063478001	1	01-0000-0-4300-103-0000-7200-019-000	NN F	86.09	86.10	
675 PO-200663	09/12/2019	373957724001	1	01-3010-0-4300-238-1110-1000-010-109	NN P	5.47	5.47	
675 PO-200663	09/12/2019	373957723001	1	01-3010-0-4300-238-1110-1000-010-109	NN F	244.79	196.60	
TOTAL PAYMENT AMOUNT						2,465.91 *	2,465.91	
020342/00	PALAVIVATANA, PHENSRI							
749 PO-200715	09/12/2019	REIMB HOSE	1	01-0000-0-4300-234-1110-1000-008-000	NN F	14.00	14.00	
TOTAL PAYMENT AMOUNT						14.00 *	14.00	
010426/00	PAULS SAFE & LOCK							
27 PO-200028	09/12/2019	1908211128	1	01-8150-0-4300-106-0000-8110-007-000	NY P	50.05	50.05	
TOTAL PAYMENT AMOUNT						50.05 *	50.05	
022555/00	PERSEUS ASSOCIATES LLC							
753 PO-200731	09/12/2019	3305	1	01-0740-0-5800-112-0000-3600-022-302	NN F	5,435.00	5,435.00	
TOTAL PAYMENT AMOUNT						5,435.00 *	5,435.00	
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
55 PO-200041	09/12/2019	180346781	1	01-0740-0-5800-112-0000-3600-022-302	NN P	59.21	59.21	
TOTAL PAYMENT AMOUNT						59.21 *	59.21	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
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011238/00	RELIABLE TIRE								
189 PO-200167	09/12/2019	179849	1	01-0740-0-4300-112-0000-3600-022-302	NN P			381.09	381.09
TOTAL PAYMENT AMOUNT								381.09 *	381.09
010627/00	RIVERVIEW INTERNATIONAL TRUCKS								
57 PO-200042	09/12/2019	3064	1	01-0740-0-4300-112-0000-3600-022-302	NN P			7.64	7.64
57 PO-200042	09/12/2019	7260	1	01-0740-0-4300-112-0000-3600-022-302	NN P			155.92	155.92
TOTAL PAYMENT AMOUNT								163.56 *	163.56
017975/00	RUNDOWN CREATOR INC								
756 PO-200738	09/12/2019	CU3582-IN18853-CH190	1	01-6387-0-5800-472-1110-1000-019-201	NN F			446.00	446.00
TOTAL PAYMENT AMOUNT								446.00 *	446.00
016337/00	SAECHAO, MUANG								
511 PO-200525	09/12/2019	1 DAY JULY	1	01-6500-0-5800-102-5750-1180-019-000	NN P			12.76	12.76
511 PO-200525	09/12/2019	AUGUST 2019	1	01-6500-0-5800-102-5750-1180-019-000	NN P			127.60	127.60
TOTAL PAYMENT AMOUNT								140.36 *	140.36
017234/00	SCHIRO, BONNIE								
694 PO-200717	09/12/2019	REIMB AMAZON ORDER	1	01-0000-0-4300-472-0000-2700-014-000	N F			29.99	29.99
728 PO-200723	09/12/2019	REIMB WALMART ORDER	1	01-0000-0-4300-472-1110-1000-014-000	N F			13.16	13.16
TOTAL PAYMENT AMOUNT								43.15 *	43.15
014786/00	SCHOOL SPECIALTY INC								
407 PO-200382	09/12/2019	308103417061	1	01-0000-0-4300-236-1110-1000-009-000	NN F			217.53	217.53
407 PO-200382	09/12/2019	308103417061	2	01-6300-0-4300-236-1110-1000-009-000	NN F			142.64	142.63
408 PO-200383	09/09/2019	CLOSE	2	01-6300-0-4300-236-1110-1000-009-000	NN F			0.00	0.00
408 PO-200383	09/12/2019	308103417060	1	01-0000-0-4300-236-1110-1000-009-000	NN F			145.86	145.86
TOTAL PAYMENT AMOUNT								506.02 *	506.02
011500/00	SCHOOLS INSURANCE AUTHORITY								
PV-200016	09/11/2019	SEPT 2019		01-0000-0-3401-100-1110-1000-000-000	NN				28,264.33
PV-200016	09/11/2019	SEPT 2019		01-0000-0-3402-100-1110-1000-000-000	NN				18,681.93
PV-200016	09/11/2019	SEPT 2019		01-0000-0-3701-100-1110-1000-000-000	NN				5,882.83

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP	T9MPS	Liq Amt	Net Amount

011500 (CONTINUED)

PV-200016	09/11/2019	SEPT 2019			01-0000-0-3702-100-1110-1000-000-000	NN		2,736.20
TOTAL PAYMENT AMOUNT								55,565.29 *

016043/00 SHELTONS UNLIMITED MECHANICAL

794	PO-200764	09/12/2019	19-23761,237762,23770	1	01-8150-0-4300-106-0000-8110-007-000	NN F		475.16	475.16
794	PO-200764	09/12/2019	19-23761,23762,23770	2	01-8150-0-5800-106-0000-8110-007-000	NN F		108.00	108.00
794	PO-200764	09/12/2019	19-23761,23762,23770	3	01-8150-0-5600-106-0000-8110-007-000	NN F		446.40	446.40
TOTAL PAYMENT AMOUNT								1,029.56 *	1,029.56

010826/00 SHIFFLER EQUIPMENT SALES INC

41	PO-200053	09/12/2019	1923910200	1	01-8150-0-4300-106-0000-8110-007-000	NN P		667.49	667.49
TOTAL PAYMENT AMOUNT								667.49 *	667.49

020811/00 SHRED-IT USA LLC

96	PO-200087	09/12/2019	8128027917	1	01-0000-0-5800-106-0000-8110-007-000	NN P		92.28	92.28
TOTAL PAYMENT AMOUNT								92.28 *	92.28

022327/00 SOLUTION TREE

538	PO-200586	09/12/2019	S218650	1	01-0000-0-4200-371-0000-2700-012-000	NN F		94.71	94.71
TOTAL PAYMENT AMOUNT								94.71 *	94.71

018967/00 SPRINT CUSTOMER SERVICE

63	PO-200044	09/12/2019	811116315-214	1	01-0000-0-5930-472-0000-2700-014-000	NN P		0.53	0.53
80	PO-200071	09/12/2019	811116315-214	1	01-0000-0-5930-106-0000-8110-007-000	NN P		225.51	225.51
115	PO-200107	09/12/2019	811116315-214	1	01-0000-0-5930-101-0000-7150-002-000	NN P		56.41	56.41
199	PO-200179	09/12/2019	811116315-214	1	01-0000-0-5930-115-0000-7700-021-000	NN P		136.09	136.09
178	PO-200184	09/12/2019	811116315-214	1	01-6387-0-5930-472-1110-1000-019-201	NN P		46.41	46.41
180	PO-200185	09/12/2019	811116315-214	1	01-0740-0-5930-104-0000-3140-019-128	NN P		15.91	15.91
TOTAL PAYMENT AMOUNT								480.86 *	480.86

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount	
-----								
020252/00	STAPLES BUSINESS CREDIT							
434	PO-200429	09/12/2019	17691448-0-1	1	01-6500-0-4300-102-5060-2110-019-000	NN P	34.56	34.56
434	PO-200429	09/12/2019	176910448-0-2	1	01-6500-0-4300-102-5060-2110-019-000	NN F	70.24	70.24
TOTAL PAYMENT AMOUNT							104.80 *	104.80
015221/00	STUDICA INC							
371	PO-200361	09/12/2019	SINV00138	1	01-6387-0-5800-472-1110-1000-019-201	NN F	2,750.00	2,750.00
389	PO-200373	09/12/2019	SINV00004	1	01-6387-0-5800-472-1110-1000-019-201	NN F	4,850.00	4,850.00
TOTAL PAYMENT AMOUNT							7,600.00 *	7,600.00
017285/00	TEACHER INNOVATIONS INC							
752	PO-200730	09/12/2019	645387	1	01-0000-0-5800-236-1110-1000-009-000	NN F	378.00	378.00
TOTAL PAYMENT AMOUNT							378.00 *	378.00
021307/00	THE LAMPO GROUP INC.							
394	PO-200469	09/12/2019	7635116	1	01-3182-0-4100-475-3200-1000-015-130	YN F	3,554.33	3,298.68
TOTAL PAYMENT AMOUNT							3,298.68 *	3,298.68
TOTAL USE TAX AMOUNT							255.65	
017453/00	THERAPY SHOPPE INC.							
379	PO-200610	09/12/2019	344194	1	01-6300-0-4300-236-1110-1000-009-000	YN F	277.63	259.37
TOTAL PAYMENT AMOUNT							259.37 *	259.37
TOTAL USE TAX AMOUNT							20.10	
017713/00	TK SERVICES INC							
774	PO-200751	09/12/2019	P07558-60	1	01-0740-0-4300-112-0000-3600-022-302	NN F	283.69	283.69
774	PO-200751	09/12/2019	W18977-60	2	01-0740-0-5800-112-0000-3600-022-302	NN F	151.00	151.00
TOTAL PAYMENT AMOUNT							434.69 *	434.69
011554/00	TRACTOR SUPPLY CO							
29	PO-200030	09/12/2019	6035301203476674	1	01-8150-0-4300-106-0000-8110-007-000	YN P	29.99	29.99
515	PO-200489	09/12/2019	6035301203476674	1	01-0740-0-4400-112-0000-3600-022-302	YN F	1,077.49	999.99
TOTAL PAYMENT AMOUNT							1,029.98 *	1,029.98
TOTAL USE TAX AMOUNT							79.82	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
-----								
010139/00	TROXELL COMMUNICATIONS INC							
744 PO-200728	09/12/2019	195448	1 01-0000-0-4300-472-0000-2700-014-000 NN F	10.00	10.00			
TOTAL PAYMENT AMOUNT				10.00 *		10.00		
021111/00	ULINE							
735 PO-200705	09/12/2019	111788951	1 01-0000-0-4300-115-0000-7700-021-000 NN F	285.00	339.64			
802 PO-200770	09/12/2019	111928284	1 01-0000-0-4300-106-0000-8200-007-000 NN F	520.87	520.87			
TOTAL PAYMENT AMOUNT				860.51 *		860.51		
019594/00	VIOLETTE, BARBARA							
776 PO-200760	09/12/2019	REIMB CUPS	1 01-0000-0-4300-472-0000-2700-014-000 NN F	11.40	11.40			
TOTAL PAYMENT AMOUNT				11.40 *		11.40		
010552/00	WAXIE SANITARY SUPPLY							
145 PO-200131	09/11/2019	78532378	1 01-0000-0-9320-000-0000-0000-000-000 NN P	1,757.81	1,757.81			
145 PO-200131	09/12/2019	78530263	1 01-0000-0-9320-000-0000-0000-000-000 NN P	68.82	68.82			
145 PO-200131	09/12/2019	78532650	1 01-0000-0-9320-000-0000-0000-000-000 NN P	2,110.19	2,110.19			
145 PO-200131	09/12/2019	78521939	1 01-0000-0-9320-000-0000-0000-000-000 NN P	98.41	98.41			
145 PO-200131	09/12/2019	78540613	1 01-0000-0-9320-000-0000-0000-000-000 NN P	22.52	22.52			
TOTAL PAYMENT AMOUNT				4,057.75 *		4,057.75		
020026/00	WORTHINGTON DIRECT							
122 PO-200095	09/12/2019	ORD00025872CEN134	1 01-3010-0-4300-238-1110-1000-010-109 NN F	3,528.34	3,528.34			
123 PO-200096	09/12/2019	ORD00026310CEN134	1 01-3010-0-4300-238-1110-1000-010-109 NN F	9,186.17	9,185.44			
493 PO-200467	09/12/2019	INV341974CEN134	1 01-3182-0-4300-475-3200-1000-015-130 NN F	492.28	492.28			
TOTAL PAYMENT AMOUNT				13,206.06 *		13,206.06		
011017/00	WeVIDEO INC							
684 PO-200656	09/12/2019	8471	1 01-3010-0-5800-236-1110-1000-009-114 NN F	299.00	299.00			
TOTAL PAYMENT AMOUNT				299.00 *		299.00		
TOTAL FUND PAYMENT				175,972.67 **		175,972.67		
TOTAL USE TAX AMOUNT				381.53				

081 CENTER UNIFIED SCHOOL DISTRICT J23487  
 09-12-19

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0011 9-12-19  
 FUND : 11 ADULT EDUCATION FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				Liq Amt	Net Amount	
-----									
020252/00	STAPLES BUSINESS CREDIT								
717 PO-200689	09/12/2019	177484907-0-1	1 11-3926-0-4300-600-4130-1000-015-000	NN	F		24.20	24.20	
717 PO-200689	09/12/2019	177484907-0-1	2 11-6391-0-4300-600-4130-2700-015-000	NN	F		95.72	95.72	
717 PO-200689	09/12/2019	177484907-0-1	3 11-6391-0-4300-600-4130-1000-015-000	NN	F		105.91	105.91	
TOTAL PAYMENT AMOUNT								225.83 *	225.83
018015/00	TOMPKINS, SHELLEY								
686 PO-200698	09/12/2019	AUGUST MILEAGE	1 11-6391-0-5210-600-4130-1000-015-000	NN	F		19.84	19.84	
TOTAL PAYMENT AMOUNT								19.84 *	19.84
TOTAL FUND PAYMENT								245.67 **	245.67

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL	FUNC RES DEP T9MPS	Liq Amt	Net Amount		
-----								
011205/00	CULTURE SHOCK	YOGURT						
165 PO-200152	09/12/2019	8559	1 13-5310-0-4700-108-0000-3700-020-000	NN P	195.00	195.00		
			TOTAL PAYMENT AMOUNT	195.00 *				
022586/00	D&P Creamery							
164 PO-200151	09/12/2019	50130	1 13-5310-0-4700-108-0000-3700-020-000	NN P	1,143.17	1,143.17		
164 PO-200151	09/12/2019	50135	1 13-5310-0-4700-108-0000-3700-020-000	NN P	1,641.00	1,641.00		
164 PO-200151	09/12/2019	50125	1 13-5310-0-4700-108-0000-3700-020-000	NN P	1,660.03	1,660.03		
164 PO-200151	09/12/2019	50110	1 13-5310-0-4700-108-0000-3700-020-000	NN P	1,815.86	1,815.86		
164 PO-200151	09/12/2019	50120	1 13-5310-0-4700-108-0000-3700-020-000	NN P	1,864.54	1,864.54		
164 PO-200151	09/12/2019	50105	1 13-5310-0-4700-108-0000-3700-020-000	NN P	2,265.29	2,265.29		
			TOTAL PAYMENT AMOUNT	10,389.89 *				10,389.89
011602/00	DANIELSEN CO., THE							
146 PO-200132	09/12/2019	204329	2 13-5310-0-4300-108-0000-3700-020-000	N P	8.00	8.00		
146 PO-200132	09/12/2019	204329	1 13-5310-0-4700-108-0000-3700-020-000	N P	1,508.43	1,508.43		
			TOTAL PAYMENT AMOUNT	1,516.43 *				1,516.43
019867/00	PAPA MURPHY'S							
791 PO-200756	09/12/2019	2000	1 13-5310-0-4700-108-0000-3700-020-000	NY F	294.00	294.00		
			TOTAL PAYMENT AMOUNT	294.00 *				294.00
018967/00	SPRINT CUSTOMER SERVICE							
170 PO-200157	09/12/2019	811116315-214	1 13-5310-0-5930-108-0000-3700-020-000	NN P	4.56	4.56		
			TOTAL PAYMENT AMOUNT	4.56 *				4.56
011422/00	SYSCO OF SAN FRANCISCO							
148 PO-200140	09/12/2019	231442529	1 13-5310-0-4700-108-0000-3700-020-000	NN P	642.08	642.08		
148 PO-200140	09/12/2019	231442529	2 13-5310-0-4300-108-0000-3700-020-000	NN P	179.08	179.08		
148 PO-200140	09/12/2019	13119216P	2 13-5310-0-4300-108-0000-3700-020-000	NN M	0.00	-73.59		
			TOTAL PAYMENT AMOUNT	747.57 *				747.57

081 CENTER UNIFIED SCHOOL DISTRICT J23487  
 09-12-19

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0011 9-12-19  
 FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount	
-----								
010552/00	WAXIE SANITARY SUPPLY							
740 PO-200708	09/12/2019	78521959	1	13-5310-0-4300-108-0000-3700-020-000	NN F	441.88	441.88	
TOTAL PAYMENT AMOUNT						441.88 *	441.88	
017818/00	WILLIAMS, HEATHER							
750 PO-200716	09/12/2019	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN F	20.00	20.00	
TOTAL PAYMENT AMOUNT						20.00 *	20.00	
TOTAL FUND PAYMENT						13,609.33 **	13,609.33	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
-----														
018500/00	WARREN CONSULTING ENGINEERS													
271	PO-200245	09/12/2019	40141											
						1	25-0000-0-6200-242-0000-8500-007-000	NN	P				940.00	940.00
													TOTAL PAYMENT AMOUNT	940.00 *
													TOTAL FUND PAYMENT	940.00 **
													TOTAL BATCH PAYMENT	190,767.67 ***
													TOTAL USE TAX AMOUNT	381.53
													TOTAL DISTRICT PAYMENT	190,767.67 ****
													TOTAL USE TAX AMOUNT	381.53
													TOTAL FOR ALL DISTRICTS:	190,767.67 ****
													TOTAL USE TAX AMOUNT	381.53

Number of checks to be printed: 94, not counting voids due to stub overflows.

Batch status: A All

From batch: 0012

To batch: 0012

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt	Net	Amount
-----								
010669/00	ALHAMBRA & SIERRA SPRINGS							
32 PO-200001	09/19/2019	802686118478244	2	01-0740-0-4300-601-1110-1000-017-120	NN P	26.48		26.48
32 PO-200001	09/19/2019	802686118478244	1	01-0740-0-5600-601-1110-1000-017-120	NN P	5.99		5.99
TOTAL PAYMENT AMOUNT								32.47 *
011617/00	AMADOR STAGE LINES							
834 PO-200791	09/19/2019	10681	1	01-7220-0-5865-472-1110-1000-014-209	NN P	971.32		971.32
834 PO-200791	09/19/2019	10686	1	01-7220-0-5865-472-1110-1000-014-209	NN P	971.32		971.32
834 PO-200791	09/19/2019	10674	1	01-7220-0-5865-472-1110-1000-014-209	NN F	971.32		971.32
838 PO-200792	09/19/2019	10632	1	01-0076-0-5865-472-1110-4200-014-302	NN F	468.48		468.48
838 PO-200792	09/17/2019	10632	2	01-0740-0-5865-112-0000-3600-022-302	NN F	777.20		777.20
839 PO-200793	09/19/2019	10683	2	01-0740-0-5865-112-0000-3600-022-302	NN F	880.04		880.04
839 PO-200793	09/19/2019	10683	1	01-0076-0-5865-472-1110-4200-014-302	NN F	248.51		248.51
TOTAL PAYMENT AMOUNT								5,288.19 *
013913/00	ASSIST TEAM LLC							
852 PO-200829	09/19/2019	#1	1	01-7510-0-5800-103-1110-1000-019-131	NY P	7,128.00		7,128.00
TOTAL PAYMENT AMOUNT								7,128.00 *
019504/00	B & H PHOTO-VIDEO							
529 PO-200503	09/19/2019	161286523	1	01-0000-0-4300-110-0000-7200-004-000	NN F	12.50		12.50
TOTAL PAYMENT AMOUNT								12.50 *
019624/00	B & H VIDEO							
643 PO-200696	09/19/2019	162132064	1	01-6500-0-4400-102-5750-1110-019-000	NN F	530.26		530.26
786 PO-200755	09/19/2019	162268293	1	01-0000-0-4300-101-0000-7150-002-000	NN F	82.48		82.48
TOTAL PAYMENT AMOUNT								612.74 *
021669/00	BAIONI, RON							
850 PO-200827	09/19/2019	MILEAGE	1	01-0000-0-5200-472-1110-1000-014-000	NN F	13.86		13.86
TOTAL PAYMENT AMOUNT								13.86 *

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef		
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES DEP	T9MPS	Liq Amt	Net Amount	
-----										
015718/00	BASIC PACIFIC									
	PV-200017	09/19/2019	9-30-19		01-0000-0-3401-100-1110-1000-000-000	NN		1,694.72		
	PV-200017	09/19/2019	9-30-19		01-0000-0-3402-100-1110-1000-000-000	NN		2,573.42		
	PV-200017	09/19/2019	9-30-19		01-0000-0-3701-100-1110-1000-000-000	NN		398.86		
	TOTAL PAYMENT AMOUNT							4,667.00 *	4,667.00	
016106/00	BERGER, CHRISTINE									
	721 PO-200781	09/19/2019	REIMB SUPPLIES		1 01-6500-0-4300-102-5750-1110-019-000	NN F		172.48	172.48	
	TOTAL PAYMENT AMOUNT							172.48 *	172.48	
022347/00	BLAISDELLS BUSINESS PRODUCTS									
	494 PO-200468	09/19/2019	1399535-0		1 01-0000-0-4300-110-0000-7200-004-000	NN F		19.77	19.77	
	TOTAL PAYMENT AMOUNT							19.77 *	19.77	
017998/00	BROWER MECHANICAL INC									
	842 PO-200795	09/19/2019	262823		1 01-8150-0-5800-106-0000-8110-007-000	NN F		183.00	183.00	
	TOTAL PAYMENT AMOUNT							183.00 *	183.00	
010150/00	BURKETTS OFFICE SUPPLIES									
	663 PO-200680	09/19/2019	1407800-0		1 01-0000-0-4300-234-1110-1000-008-000	NN F		75.10	75.10	
	712 PO-200700	09/19/2019	1408340-0		1 01-0000-0-4300-472-5770-1110-014-000	NN F		11.58	11.58	
	TOTAL PAYMENT AMOUNT							86.68 *	86.68	
013988/00	BUTTES/CENTER STATE PIPE &									
	24 PO-200025	09/19/2019	S010939485.001		1 01-8150-0-4300-106-0000-8110-007-000	NN P		48.32	48.32	
	TOTAL PAYMENT AMOUNT							48.32 *	48.32	
010340/00	CA DEPT OF JUSTICE									
	5 PO-200009	09/19/2019	394704		1 01-0000-0-5800-110-0000-7200-004-000	NN P		576.00	576.00	
	TOTAL PAYMENT AMOUNT							576.00 *	576.00	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt	Net Amount
-----									
020305/00	CDW GOVERNMENT INC.								
549	PO-200659	09/19/2019	tsx6468	1	01-3010-0-4300-238-1110-1000-010-109	NN	F	369.63	369.63
TOTAL PAYMENT AMOUNT								369.63 *	369.63
010407/00	CENTER UNIFIED REVOLVING FUND								
866	PO-200814	09/19/2019	4264	1	01-0000-0-5800-101-0000-7150-002-000	NN	F	25.00	25.00
866	PO-200814	09/19/2019	4264	2	01-0000-0-5800-120-0000-7110-000-000	NN	F	50.00	50.00
TOTAL PAYMENT AMOUNT								75.00 *	75.00
015768/00	CHAMBERLAIN, JOE MATTHEW								
843	PO-200824	09/19/2019	REIMB DEPOSIT	1	01-7220-0-5800-472-1110-1000-014-209	NN	F	3,575.00	3,575.00
TOTAL PAYMENT AMOUNT								3,575.00 *	3,575.00
021464/00	CMI EDUCATION INSTITUTE INC								
682	PO-200682	09/19/2019	1823300	1	01-6500-0-4200-102-5001-3120-019-000	NN	F	206.76	203.53
TOTAL PAYMENT AMOUNT								203.53 *	203.53
016761/00	CPM EDUCATIONAL PROGRAM								
547	PO-200534	09/19/2019	1905705-IN	1	01-0037-0-4100-103-1110-1000-019-000	NN	F	242.44	255.98
TOTAL PAYMENT AMOUNT								255.98 *	255.98
010625/00	CULLIGAN WATER OF SACRAMENTO								
62	PO-200061	09/19/2019	932392	1	01-0740-0-5600-112-0000-3600-022-302	NN	P	62.00	62.00
TOTAL PAYMENT AMOUNT								62.00 *	62.00
015573/00	DEPARTMENT OF MOTOR VEHICLES								
821	PO-200784	09/19/2019	PLATE REPLACEMENT	1	01-0000-0-5800-106-0000-8110-007-000	NN	F	22.00	22.00
TOTAL PAYMENT AMOUNT								22.00 *	22.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL	FUNC RES DEP T9MPS	Liq Amt	Net Amount		
017213/00	DIVISION OF STATE ARCHITECT							
860 PO-200811	09/19/2019	02-8687	1 01-0000-0-5800-106-0000-8200-007-000	NN F	494.50	494.50		
			TOTAL PAYMENT AMOUNT	494.50 *				
016168/00	EDGENUITY INC							
692 PO-200683	09/19/2019	355832	1 01-0037-0-5800-103-3200-1000-019-106	NN F	12,000.00	12,000.00		
			TOTAL PAYMENT AMOUNT	12,000.00 *				
018236/00	EXPLORE LEARNING							
760 PO-200742	09/19/2019	2156545	1 01-6300-0-5800-371-1110-1000-012-000	NN F	3,353.50	3,353.50		
			TOTAL PAYMENT AMOUNT	3,353.50 *				
010408/00	FERRELLGAS							
203 PO-200188	09/19/2019	1107961180	1 01-0740-0-4300-112-0000-3600-022-302	NN P	128.11	128.11		
			TOTAL PAYMENT AMOUNT	128.11 *				
015904/00	GATE WRX							
825 PO-200787	09/19/2019	963	1 01-8150-0-5600-106-0000-8110-007-000	NY F	482.50	482.50		
			TOTAL PAYMENT AMOUNT	482.50 *				
018992/00	GREEN ACRES NURSERY & SUPPLY							
59 PO-200060	09/19/2019	01-002-410572	1 01-0000-0-4300-106-0000-8110-007-000	NN P	41.21	41.21		
			TOTAL PAYMENT AMOUNT	41.21 *				
011601/00	GRIMES, PAMELA							
105 PO-200093	09/19/2019	JULY MILEAGE	1 01-0740-0-5210-104-0000-3140-019-128	NN P	14.62	14.62		
			TOTAL PAYMENT AMOUNT	14.62 *				
019047/00	HOUGHTON MIFFLIN HARCOURT							
757 PO-200739	09/19/2019	710167316	1 01-0037-0-5800-103-1110-1000-019-000	NN F	1,012.00	1,012.00		
799 PO-200767	09/19/2019	710167624	1 01-0037-0-5800-103-1110-1000-019-000	YN F	1,885.63	1,750.00		
			TOTAL PAYMENT AMOUNT	2,762.00 *				
			TOTAL USE TAX AMOUNT	135.62				

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt		Net Amount	
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017337/00	HUMMINGBIRD NETWORKS								
551 PO-200516	09/13/2019	261489	1	01-0370-0-4300-115-1110-1000-007-000	NN F	2,957.52		2,957.52	
551 PO-200516	09/19/2019	261489	2	01-0370-0-5800-115-1110-1000-007-000	NN F	2,150.00		2,212.10	
TOTAL PAYMENT AMOUNT						5,169.62	*	5,169.62	
011341/00	HUNT & SONS INC								
56 PO-200059	09/19/2019	167358	1	01-0740-0-4340-112-0000-3600-022-302	NN P	20,727.91		20,727.91	
TOTAL PAYMENT AMOUNT						20,727.91	*	20,727.91	
017472/00	INDUSTRIAL PLUMBING SUPPLY LLC								
28 PO-200029	09/19/2019	81603	1	01-8150-0-4300-106-0000-8110-007-000	NN P	273.07		273.07	
28 PO-200029	09/19/2019	XA410015672:01	1	01-8150-0-4300-106-0000-8110-007-000	NN P	34.26		34.26	
TOTAL PAYMENT AMOUNT						307.33	*	307.33	
018990/00	INTERSTATE BATTERIES								
92 PO-200083	09/19/2019	130019796	1	01-0740-0-4300-112-0000-3600-022-302	NN P	61.52		61.52	
TOTAL PAYMENT AMOUNT						61.52	*	61.52	
011647/00	JOHN BURTON ADVOCATES FOR								
807 PO-200783	09/19/2019	10/28-10/29 PILCHER	1	01-5630-0-5200-601-1421-1000-017-120	NY F	250.00		250.00	
TOTAL PAYMENT AMOUNT						250.00	*	250.00	
020606/00	KLATT, BEN								
833 PO-200805	09/19/2019	REIMB WOOD	1	01-6387-0-4300-472-1110-1000-019-201	NN F	147.12		147.12	
TOTAL PAYMENT AMOUNT						147.12	*	147.12	
017899/00	LAWSON, BECKY								
784 PO-200773	09/19/2019	HCN4GBXZNPB	1	01-0000-0-5200-103-0000-2110-019-000	N F	250.00		250.00	
TOTAL PAYMENT AMOUNT						250.00	*	250.00	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
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016956/00	LRP PUBLICATIONS													
186	PO-200195	09/19/2019	4454093			1	01-6500-0-4300-102-5001-2700-019-000	NN	F				349.65	324.50
TOTAL PAYMENT AMOUNT													324.50 *	324.50
022406/00	MAXIM HEALTHCARE SERVICES INC													
631	PO-200632	09/19/2019	6774660262			1	01-6500-0-5800-102-5750-1180-019-000	NN	P				1,573.00	1,573.00
631	PO-200632	09/19/2019	6789270262			1	01-6500-0-5800-102-5750-1180-019-000	NN	P				2,837.50	2,837.50
636	PO-200634	09/19/2019	6774660262			1	01-0740-0-5800-104-0000-3140-019-128	NN	P				5,793.00	5,793.00
636	PO-200634	09/19/2019	6789270262			1	01-0740-0-5800-104-0000-3140-019-128	NN	P				2,460.00	2,460.00
TOTAL PAYMENT AMOUNT													12,663.50 *	12,663.50
020602/00	MCGRAW HILL SCHOOL EDUCATION													
491	PO-200479	09/19/2019	109152100001			1	01-0037-0-4100-103-1110-1000-019-000	NN	P				6,981.76	6,981.76
491	PO-200479	09/19/2019	109502979001			1	01-0037-0-4100-103-1110-1000-019-000	NN	F				6,853.34	6,981.76
550	PO-200569	09/19/2019	109367856001			1	01-0037-0-4200-103-4760-1000-019-000	NN	F				185.98	185.98
TOTAL PAYMENT AMOUNT													14,149.50 *	14,149.50
016087/00	MICHAEL'S TRANSPORTATION SERV.													
855	PO-200808	09/19/2019	111567			1	01-0740-0-5800-112-0000-3600-022-302	NN	P				2,025.00	2,025.00
TOTAL PAYMENT AMOUNT													2,025.00 *	2,025.00
016576/00	MIDSTATE AUTOMOTIVE EQUIPMENT													
824	PO-200786	09/19/2019	20192327			1	01-0740-0-5800-112-0000-3600-022-302	NN	F				360.00	360.00
TOTAL PAYMENT AMOUNT													360.00 *	360.00
017315/00	NAPA AUTO PARTS - GENUINE AUTO													
94	PO-200085	09/13/2019	20901850			1	01-0740-0-4300-112-0000-3600-022-302	NN	P				49.94	49.94
TOTAL PAYMENT AMOUNT													49.94 *	49.94
017576/00	OFFICE DEPOT													
425	PO-200426	09/19/2019	361801635001,34001			1	01-6300-0-4300-238-1110-1000-010-000	NN	F				71.21	68.31
425	PO-200426	09/19/2019	361801634001,5001			2	01-0000-0-4300-238-1110-1000-010-000	NN	F				60.68	50.00
727	PO-200703	09/19/2019	374773852001			1	01-0000-0-4300-472-0000-2700-014-000	NN	P				199.03	199.03
727	PO-200703	09/19/2019	326170448001			1	01-0000-0-4300-472-0000-2700-014-000	NN	M				-12.60	-12.60

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL	FUNC RES DEP T9MPS	Liq Amt	Net Amount			
017576 (CONTINUED)									
727	PO-200703	09/19/2019	3261701447001	1	01-0000-0-4300-472-0000-2700-014-000	NN M		-35.62	-35.62
727	PO-200703	09/18/2019	374773853001	1	01-0000-0-4300-472-0000-2700-014-000	NN F		73.58	25.36
745	PO-200712	09/19/2019	374771422001	1	01-4203-0-4300-103-4760-1000-019-000	NN F		218.35	218.35
745	PO-200712	09/19/2019	374771422001	2	01-0000-0-4300-103-4760-1000-019-116	NN F		60.81	60.81
745	PO-200712	09/19/2019	374771422001	3	01-0000-0-4300-103-0000-7200-019-000	NN F		57.74	57.74
759	PO-200741	09/19/2019	376207297001	1	01-0000-0-4300-238-0000-2700-010-000	NN F		65.27	65.27
763	PO-200743	09/19/2019	376208310001	1	01-0000-0-4300-371-0000-2700-012-000	NN F		433.53	433.53
769	PO-200747	09/19/2019	376205976001	1	01-0000-0-4300-371-0000-2700-012-000	NN F		72.32	72.32
770	PO-200748	09/19/2019	376210902001	1	01-0000-0-4300-472-1260-1000-014-000	NN P		382.12	382.12
770	PO-200748	09/19/2019	376210903001	1	01-0000-0-4300-472-1260-1000-014-000	NN P		193.94	193.94
770	PO-200748	09/19/2019	376210904001	1	01-0000-0-4300-472-1260-1000-014-000	NN F		14.00	14.00
				TOTAL PAYMENT AMOUNT				1,792.56 *	1,792.56
020590/00 PLACER COUNTY TAX COLLECTOR									
881	PO-200834	09/19/2019	023-200-025-000, 1ST,2ND	1	01-0000-0-5800-106-0000-8200-007-000	NN P		29.98	29.98
881	PO-200834	09/19/2019	023-200-033-000, 1ST,2ND	1	01-0000-0-5800-106-0000-8200-007-000	NN P		29.98	29.98
881	PO-200834	09/19/2019	023-221-009-000, 1ST,2ND	1	01-0000-0-5800-106-0000-8200-007-000	NN P		29.98	29.98
881	PO-200834	09/19/2019	023-221-010-000, 1ST,2ND	1	01-0000-0-5800-106-0000-8200-007-000	NN P		29.98	29.98
881	PO-200834	09/19/2019	023-221-011-000, 1ST,2ND	1	01-0000-0-5800-106-0000-8200-007-000	NN F		29.98	29.98
				TOTAL PAYMENT AMOUNT				149.90 *	149.90
022525/00 POST-IT LLC									
13	PO-200017	09/19/2019	JULY SCANS	1	01-0000-0-5800-110-0000-7200-004-000	NN P		360.00	360.00
				TOTAL PAYMENT AMOUNT				360.00 *	360.00
021401/00 PRACTI-CAL INC									
381	PO-200370	09/19/2019	343576	1	01-5640-0-5800-102-0000-2700-019-000	NN P		53.45	53.45
381	PO-200370	09/19/2019	343610	1	01-5640-0-5800-102-0000-2700-019-000	NN P		168.44	168.44
				TOTAL PAYMENT AMOUNT				221.89 *	221.89
021194/00 PRUDENTIAL OVERALL SUPPLY INC									
55	PO-200041	09/19/2019	180347303	1	01-0740-0-5800-112-0000-3600-022-302	NN P		59.21	59.21
				TOTAL PAYMENT AMOUNT				59.21 *	59.21

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
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015628/00	RAMIREZ, SOLEDAD													
851	PO-200828	09/19/2019	REIMB NOTEBOOKS	1	01-0000-0-4300-472-1385-1000-014-000	NN	F						26.89	26.89
TOTAL PAYMENT AMOUNT													26.89 *	26.89
018524/00	ROSS RECREATION EQUIP CO. INC.													
570	PO-200549	09/19/2019	I15671	1	01-8150-0-4300-106-0000-8110-007-000	NN	F						616.06	616.06
TOTAL PAYMENT AMOUNT													616.06 *	616.06
010229/00	RYLAND SCHOOL BUSINESS													
810	PO-200775	09/19/2019	2420	1	01-0000-0-5800-105-0000-7200-005-000	NN	F						1,080.00	1,080.00
TOTAL PAYMENT AMOUNT													1,080.00 *	1,080.00
014786/00	SCHOOL SPECIALTY INC													
658	PO-200643	09/19/2019	208123851342	1	01-0000-0-4300-472-5770-1110-014-000	NN	F						183.08	183.08
TOTAL PAYMENT AMOUNT													183.08 *	183.08
010373/00	SCHOOLS INSURANCE AUTHORITY													
840	PO-200794	09/19/2019	WCADJ2020-005	1	01-0000-0-9558-000-0000-0000-000-000	NN	F						1,371.00	1,371.00
TOTAL PAYMENT AMOUNT													1,371.00 *	1,371.00
015240/00	SF CABLE													
502	PO-200482	09/19/2019	441962	1	01-0370-0-4300-115-1110-1000-007-000	NN	F						12.32	12.29
TOTAL PAYMENT AMOUNT													12.29 *	12.29
016043/00	SHELTONS UNLIMITED MECHANICAL													
826	PO-200788	09/19/2019	1923729	2	01-8150-0-5600-106-0000-8110-007-000	NN	F						2,800.00	2,800.00
826	PO-200788	09/19/2019	1923729	1	01-8150-0-4400-106-0000-8110-007-000	NN	F						4,212.14	4,212.14
826	PO-200788	09/19/2019	1923729	3	01-8150-0-4300-106-0000-8110-007-000	NN	F						895.93	895.93
829	PO-200789	09/19/2019	19-23754	1	01-8150-0-5600-106-0000-8110-007-000	NN	F						662.40	662.40
829	PO-200789	09/19/2019	19-23754	2	01-8150-0-4300-106-0000-8110-007-000	NN	F						314.89	314.89
TOTAL PAYMENT AMOUNT													8,885.36 *	8,885.36

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount	
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010826/00	SHIFFLER EQUIPMENT SALES INC							
775 PO-200752	09/13/2019	1919706900	1	01-8150-0-4400-106-0000-8110-007-000	NN F	1,336.69	1,336.69	
TOTAL PAYMENT AMOUNT						1,336.69 *	1,336.69	
019683/00	SIERRA FOOTHILLS ACADEMY							
637 PO-200635	09/19/2019	AUG REG	1	01-6500-0-5800-102-5750-1180-019-000	NN P	2,834.99	2,834.99	
637 PO-200635	09/19/2019	AUG EXTENDED	1	01-6500-0-5800-102-5750-1180-019-000	NN P	733.97	733.97	
TOTAL PAYMENT AMOUNT						3,568.96 *	3,568.96	
014558/00	SPURR							
79 PO-200070	09/19/2019	102318	1	01-0000-0-5515-106-0000-8110-007-000	NN P	938.27	938.27	
TOTAL PAYMENT AMOUNT						938.27 *	938.27	
018571/00	STOUT, DANIELLE MARIE							
846 PO-200825	09/19/2019	REIMB SHELF	1	01-0000-0-4300-472-0000-2700-014-000	NN F	19.47	19.47	
TOTAL PAYMENT AMOUNT						19.47 *	19.47	
019472/00	THE NYHART COMPANY							
809 PO-200774	09/19/2019	01498764	1	01-0000-0-5800-105-0000-7200-005-000	NN F	2,050.00	2,050.00	
TOTAL PAYMENT AMOUNT						2,050.00 *	2,050.00	
014079/00	THYSSENKRUPP ELEVATOR CORP							
47 PO-200037	09/19/2019	3004804578	1	01-8150-0-5800-106-0000-8110-007-000	NN P	1,098.86	1,098.86	
47 PO-200037	09/19/2019	3004804737	1	01-8150-0-5800-106-0000-8110-007-000	NN P	298.81	298.81	
TOTAL PAYMENT AMOUNT						1,397.67 *	1,397.67	
010139/00	TROXELL COMMUNICATIONS INC							
699 PO-200674	09/19/2019	197845	1	01-0370-0-4400-115-1110-1000-007-000	NN F	5,314.23	5,314.23	
765 PO-200735	09/19/2019	198225	1	01-0370-0-4400-115-1110-1000-007-000	NN F	2,361.88	2,361.88	
TOTAL PAYMENT AMOUNT						7,676.11 *	7,676.11	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount					
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016370/00	TWIN RIVERS UNIFIED SCH DIST									
812	PO-200777	09/19/2019	JULY	1	01-0000-0-5800-105-0000-8300-005-000	NN	P		11,833.33	11,833.33
812	PO-200777	09/19/2019	AUGUST- INV 200285	1	01-0000-0-5800-105-0000-8300-005-000	NN	P		11,833.33	11,833.33
812	PO-200777	09/19/2019	200415	1	01-0000-0-5800-105-0000-8300-005-000	NN	P		11,833.33	11,833.33
TOTAL PAYMENT AMOUNT					35,499.99 *				35,499.99	35,499.99
010902/00	U.S. BANK									
110	PO-200102	09/18/2019	4866914555510632	1	01-0000-0-5800-101-0000-7150-002-000	NN	P		9.99	9.99
533	PO-200506	09/19/2019	4866914555510632	1	01-5630-0-4300-601-1421-1000-017-120	NN	F		400.00	400.00
558	PO-200539	09/19/2019	4866914555510632	1	01-3010-0-4300-601-1421-1000-017-120	NN	F		207.70	207.70
572	PO-200561	09/19/2019	4866914555510632	1	01-5630-0-5200-601-1421-1000-017-120	NN	F		48.98	48.98
583	PO-200570	09/19/2019	4866914555510632	1	01-3010-0-4300-601-1421-1000-017-120	NN	F		597.85	597.85
594	PO-200588	09/19/2019	4866914555510632	1	01-5630-0-5200-601-1421-1000-017-120	NN	P		211.51	211.51
595	PO-200589	09/19/2019	4866914555510632	1	01-5630-0-5200-601-1421-1000-017-120	NN	F		418.03	387.96
634	PO-200613	09/19/2019	4866914555510632	1	01-5630-0-4300-601-1421-1000-017-120	NN	F		699.45	699.45
655	PO-200624	09/19/2019	4866914555510632	1	01-0000-0-4300-101-0000-7150-002-000	NN	F		75.00	75.00
620	PO-200630	09/19/2019	4866914555510632	1	01-0000-0-4300-103-0000-2110-019-000	NN	F		149.64	149.64
620	PO-200630	09/19/2019	4866914555510632	2	01-0000-0-5200-103-0000-2110-019-000	NN	F		75.00	75.00
733	PO-200726	09/18/2019	4866914555510632	1	01-0037-0-4300-103-1110-1000-019-000	NN	F		136.03	136.03
TOTAL PAYMENT AMOUNT					2,999.11 *				2,999.11	2,999.11
018279/00	UNIVERSITY OF OREGON									
831	PO-200804	09/19/2019	INV00054161	1	01-0037-0-5800-103-1110-1000-019-307	NN	F		350.00	350.00
TOTAL PAYMENT AMOUNT					350.00 *				350.00	350.00
020091/00	VAN NESS-CORONADO, LISA									
813	PO-200778	09/19/2019	REIMB PURCHASE	1	01-0000-0-4300-105-0000-7200-005-000	NN	F		126.17	126.17
TOTAL PAYMENT AMOUNT					126.17 *				126.17	126.17
010816/00	VENTITTELLI, BRANDY									
836	PO-200823	09/19/2019	REIMB MESH BAG	1	01-0076-0-4300-472-1110-4200-014-818	NN	F		17.98	17.98
TOTAL PAYMENT AMOUNT					17.98 *				17.98	17.98

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT GOAL	FUNC RES DEP T9MPS	Liq Amt	Net	Amount
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015891/00	VEX ROBOTICS INC							
670 PO-200646	09/19/2019	399947	1	01-0000-0-4300-238-1110-1000-010-000	NN F	20.67	19.36	
TOTAL PAYMENT AMOUNT						19.36 *		19.36
010552/00	WAXIE SANITARY SUPPLY							
145 PO-200131	09/19/2019	78547057	1	01-0000-0-9320-000-0000-0000-000-000	NN P	180.66	180.66	
TOTAL PAYMENT AMOUNT						180.66 *		180.66
020756/00	WESTERN HOTEL SUPPLY							
725 PO-200694	09/19/2019	400012173	1	01-0000-0-4300-240-0000-2700-011-000	NN F	38.90	38.90	
TOTAL PAYMENT AMOUNT						38.90 *		38.90
017410/00	WILSON, KARRI							
816 PO-200799	09/19/2019	AUG MILEAGE	1	01-6500-0-5210-102-5770-1191-019-000	N P	7.95	7.95	
TOTAL PAYMENT AMOUNT						7.95 *		7.95
020543/00	WINBORNE, JENNIFER							
827 PO-200821	09/19/2019	REIMB PHOTO, CAKE	1	01-0000-0-4300-472-1110-1000-014-000	NN F	12.04	12.04	
TOTAL PAYMENT AMOUNT						12.04 *		12.04
014397/00	WORKABILITY REGION 4							
835 PO-200822	09/19/2019	PACHECO, PARKER	1	01-6520-0-5200-472-5770-1110-014-207	NN F	250.00	250.00	
TOTAL PAYMENT AMOUNT						250.00 *		250.00
017313/00	XEROX							
149 PO-200134	09/19/2019	2301456862	1	01-0000-0-5800-116-0000-7200-007-000	NN P	35,226.52	35,226.52	
151 PO-200136	09/17/2019	2380088884	1	01-0000-0-4300-116-0000-7200-007-000	NN P	661.93	661.93	
153 PO-200137	09/19/2019	230156827	1	01-0000-0-5800-116-0000-7200-007-000	NN P	2,156.89	2,156.89	
TOTAL PAYMENT AMOUNT						38,045.34 *		38,045.34
TOTAL FUND PAYMENT						208,459.44 **		208,459.44
TOTAL USE TAX AMOUNT						135.62		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
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015316/00	AVINA, KARINA													
841	PO-200807	09/19/2019	REFUND			1	13-5310-0-8634-000-0000-0000-000-000	NN	F				57.85	57.85
TOTAL PAYMENT AMOUNT													57.85 *	57.85
020098/00	BIG TRAY													
130	PO-200118	09/19/2019	821016			1	13-5310-0-4300-108-0000-3700-020-000	NN	P				294.97	294.97
TOTAL PAYMENT AMOUNT													294.97 *	294.97
011205/00	CULTURE SHOCK YOGURT													
165	PO-200152	09/19/2019	8610			1	13-5310-0-4700-108-0000-3700-020-000	NN	P				195.00	195.00
165	PO-200152	09/19/2019	8658			1	13-5310-0-4700-108-0000-3700-020-000	NN	P				195.00	195.00
TOTAL PAYMENT AMOUNT													390.00 *	390.00
011602/00	DANIELSEN CO., THE													
146	PO-200132	09/19/2019	205040			1	13-5310-0-4700-108-0000-3700-020-000	N	P				2,154.97	2,154.97
146	PO-200132	09/19/2019	205040			2	13-5310-0-4300-108-0000-3700-020-000	N	P				8.00	8.00
TOTAL PAYMENT AMOUNT													2,162.97 *	2,162.97
017342/00	EKON-O-PAC LLC													
173	PO-200160	09/19/2019	93273			1	13-5310-0-4300-108-0000-3700-020-000	NN	P				810.00	810.00
TOTAL PAYMENT AMOUNT													810.00 *	810.00
016279/00	P&R PAPER SUPPLY													
152	PO-200141	09/19/2019	30268084-00			1	13-5310-0-4300-108-0000-3700-020-000	NN	P				215.50	215.50
TOTAL PAYMENT AMOUNT													215.50 *	215.50
019867/00	PAPA MURPHY'S													
871	PO-200840	09/19/2019	2001			1	13-5310-0-4700-108-0000-3700-020-000	NY	F				238.00	238.00
TOTAL PAYMENT AMOUNT													238.00 *	238.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef						
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount	
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021194/00	PRUDENTIAL OVERALL SUPPLY INC														
168	PO-200155	09/19/2019	180346780	1	13-5310-0-5800-108-0000-3700-020-000	NN	P						77.75	77.75	
168	PO-200155	09/19/2019	180347302	1	13-5310-0-5800-108-0000-3700-020-000	NN	P						77.75	77.75	
TOTAL PAYMENT AMOUNT													155.50 *	155.50	
017334/00	SEVEN UP BOTTLING CO. OF S.F.														
166	PO-200153	09/19/2019	3590407674	1	13-5310-0-4700-108-0000-3700-020-000	NN	P						465.60	465.60	
TOTAL PAYMENT AMOUNT													465.60 *	465.60	
017620/00	SMARTT, MISONDRI														
867	PO-200839	09/19/2019	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN	F						26.00	26.00	
TOTAL PAYMENT AMOUNT													26.00 *	26.00	
011422/00	SYSCO OF SAN FRANCISCO														
148	PO-200140	09/19/2019	231452833	1	13-5310-0-4700-108-0000-3700-020-000	NN	P						1,360.96	1,360.96	
148	PO-200140	09/19/2019	231452833	1	13-5310-0-4700-108-0000-3700-020-000	NN	P						396.30	396.30	
148	PO-200140	09/19/2019	231452833	2	13-5310-0-4300-108-0000-3700-020-000	NN	P						351.03	351.03	
TOTAL PAYMENT AMOUNT													2,108.29 *	2,108.29	
010902/00	U.S. BANK														
741	PO-200709	09/19/2019	4866914555510632	1	13-5310-0-5300-108-0000-3700-020-000	NN	P						67.00	67.00	
741	PO-200709	09/19/2019	4866914555510632	2	13-5310-0-5200-108-0000-3700-020-000	NN	P						487.92	487.92	
880	PO-200843	09/19/2019	48669914555510632	1	13-5310-0-4300-108-0000-3700-020-000	NN	P						24.75	24.75	
TOTAL PAYMENT AMOUNT													579.67 *	579.67	
017313/00	XEROX														
209	PO-200199	09/18/2019	098008326	1	13-5310-0-4300-108-0000-3700-020-000	NN	P						29.39	29.39	
TOTAL PAYMENT AMOUNT													29.39 *	29.39	
TOTAL FUND PAYMENT													7,533.74 **	7,533.74	
TOTAL BATCH PAYMENT													215,993.18 ***	0.00	215,993.18
TOTAL USE TAX AMOUNT													135.62		
TOTAL DISTRICT PAYMENT													215,993.18 ****	0.00	215,993.18
TOTAL USE TAX AMOUNT													135.62		
TOTAL FOR ALL DISTRICTS:													215,993.18 ****	0.00	215,993.18
TOTAL USE TAX AMOUNT													135.62		

Number of checks to be printed: 85, not counting voids due to stub overflows.

Batch status: A All

From batch: 0013

To batch: 0013

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount					
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018839/00	ACADEMIC INNOVATIONS LLC									
790	PO-200762	09/24/2019	IN0134497	1	01-6300-0-4200-475-3200-1000-015-106	NN	F		214.34	214.34
790	PO-200762	09/25/2019	IN0134497	2	01-6300-0-5800-475-3200-1000-015-106	NN	F		239.18	193.26
TOTAL PAYMENT AMOUNT					407.60 *				407.60	407.60
010669/00	ALHAMBRA & SIERRA SPRINGS									
15	PO-200018	09/25/2019	27045104780794	1	01-0000-0-4300-110-0000-7200-004-000	NN	P		29.72	29.72
15	PO-200018	09/25/2019	27045104780794	2	01-0000-0-5600-110-0000-7200-004-000	NN	P		7.50	7.50
81	PO-200072	09/25/2019	270533847782453	2	01-8150-0-5600-106-0000-8110-007-000	NN	P		30.00	30.00
81	PO-200072	09/25/2019	27053384782453	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		89.62	89.62
82	PO-200073	09/25/2019	4781257	1	01-0740-0-4300-112-0000-3600-022-302	NN	P		89.62	89.62
82	PO-200073	09/25/2019	27047404781257	2	01-0740-0-5600-112-0000-3600-022-302	NN	P		7.99	7.99
385	PO-200367	09/25/2019	27050334781839	1	01-0740-0-4300-475-3200-2700-015-106	NN	P		41.70	41.70
385	PO-200367	09/25/2019	27050334781839	2	01-0740-0-5600-475-3200-2700-015-106	NN	P		7.99	7.99
TOTAL PAYMENT AMOUNT					304.14 *				304.14	304.14
021763/00	ALL STAR RENTS									
231	PO-200216	09/25/2019	877656-10	1	01-0000-0-5600-106-0000-8110-007-000	NN	P		88.95	88.95
231	PO-200216	09/25/2019	877142-10	1	01-0000-0-5600-106-0000-8110-007-000	NN	P		106.62	106.62
917	PO-200905	09/25/2019	877860-10	1	01-8150-0-5610-106-0000-8110-007-000	NN	F		37.85	37.85
917	PO-200905	09/25/2019	877860-10	2	01-8150-0-4300-106-0000-8110-007-000	NN	F		124.86	124.86
TOTAL PAYMENT AMOUNT					358.28 *				358.28	358.28
014733/00	ALL WEST COACHLINES INC.									
940	PO-200898	09/25/2019	73406	1	01-6387-0-5865-472-1110-1000-019-201	NN	F		1,442.10	1,442.10
TOTAL PAYMENT AMOUNT					1,442.10 *				1,442.10	1,442.10
020392/00	ALPHA CERAMIC SUPPLIES INC									
729	PO-200695	09/25/2019	353181	1	01-6300-0-4300-371-1110-1000-012-000	NN	F		511.27	511.27
TOTAL PAYMENT AMOUNT					511.27 *				511.27	511.27
021153/00	ASI PEAK ADVENTURES									
845	PO-200857	09/25/2019	328177	1	01-7220-0-5800-472-1110-1000-014-209	NN	F		3,575.00	3,575.00
TOTAL PAYMENT AMOUNT					3,575.00 *				3,575.00	3,575.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef						
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount	
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018533/00	ATKINSON ANDELSON LOYA RUDD														
	696 PO-200671	09/25/2019	576793			1	01-0000-0-5880-105-0000-7200-005-000	NE	P				1,858.50	1,858.50	
	TOTAL PAYMENT AMOUNT													1,858.50 *	1,858.50
019504/00	B & H PHOTO-VIDEO														
	447 PO-200434	09/25/2019	162267315			1	01-0000-0-4300-238-1110-1000-010-000	NN	P				989.27	989.27	
	447 PO-200434	09/25/2019	162550522			1	01-0000-0-4300-238-1110-1000-010-000	NN	F				306.01	306.01	
	TOTAL PAYMENT AMOUNT													1,295.28 *	1,295.28
017561/00	BAIONI, KIM														
	921 PO-200889	09/25/2019	REIMB CONFERNCE			1	01-3182-0-5200-475-3200-1000-015-130	NN	F				319.00	319.00	
	TOTAL PAYMENT AMOUNT													319.00 *	319.00
021669/00	BAIONI, RON														
	899 PO-200872	09/25/2019	MILEAGE			1	01-0740-0-5210-601-1110-1000-017-120	NN	F				2.90	2.90	
	TOTAL PAYMENT AMOUNT													2.90 *	2.90
010988/00	BIDDLE, SHAHRZAD														
	933 PO-200895	09/25/2019	REIMB SUPPLIES			1	01-6300-0-4300-240-1110-1000-011-000	NN	F				111.15	111.15	
	TOTAL PAYMENT AMOUNT													111.15 *	111.15
020065/00	BOLTON, LOIS														
	900 PO-200845	09/25/2019	REIMB MED			1	01-0000-0-3402-111-0000-8200-000-000	NN	F				50.00	50.00	
	TOTAL PAYMENT AMOUNT													50.00 *	50.00
011697/00	C.A.S.H.														
	896 PO-200870	09/25/2019	131037			1	01-0000-0-5300-106-0000-8200-007-000	NN	F				435.00	435.00	
	TOTAL PAYMENT AMOUNT													435.00 *	435.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
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016245/00	CASELLINI, JENNIFER													
555	PO-200519	09/25/2019	#2			1	01-3010-0-5800-236-1110-1000-009-114						350.00	350.00
	TOTAL PAYMENT AMOUNT												350.00 *	350.00
013928/00	CINTAS LOCATION 622													
135	PO-200122	09/25/2019	4030566018			1	01-0000-0-5800-111-0000-8200-007-000						28.31	28.31
135	PO-200122	09/25/2019	4030566049			1	01-0000-0-5800-111-0000-8200-007-000						65.56	65.56
135	PO-200122	09/25/2019	4030566071			1	01-0000-0-5800-111-0000-8200-007-000						11.20	11.20
135	PO-200122	09/25/2019	4030566081			1	01-0000-0-5800-111-0000-8200-007-000						65.31	65.31
135	PO-200122	09/25/2019	4030566105			1	01-0000-0-5800-111-0000-8200-007-000						6.12	6.12
135	PO-200122	09/25/2019	4030566118			1	01-0000-0-5800-111-0000-8200-007-000						26.14	26.14
135	PO-200122	09/25/2019	4030566129			1	01-0000-0-5800-111-0000-8200-007-000						28.01	28.01
135	PO-200122	09/25/2019	4030566283			1	01-0000-0-5800-111-0000-8200-007-000						9.99	9.99
	TOTAL PAYMENT AMOUNT												240.64 *	240.64
018180/00	CITRUS HEIGHTS SAW & MOWER													
48	PO-200038	09/25/2019	487813			1	01-0000-0-4300-106-0000-8110-007-000						121.45	121.45
	TOTAL PAYMENT AMOUNT												121.45 *	121.45
021813/00	CONSOLIDATED COMMUNICATIONS													
83	PO-200074	09/25/2019	916-773-4131/10			1	01-0000-0-5900-106-0000-8110-007-000						1,528.46	1,528.46
	TOTAL PAYMENT AMOUNT												1,528.46 *	1,528.46
018951/00	DELL													
859	PO-200810	09/25/2019	10341673470			1	01-6500-0-4400-102-5750-1110-019-000						960.97	951.77
	TOTAL PAYMENT AMOUNT												951.77 *	951.77
011613/00	DITTO PRINT & COPY													
531	PO-200505	09/25/2019	5727			1	01-0000-0-5800-110-0000-7200-004-000						232.15	232.15
	TOTAL PAYMENT AMOUNT												232.15 *	232.15

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
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018277/00	EASTER SEAL SOCIETY OF CA. INC													
779	PO-200772	09/25/2019	JULY 2019	1	01-6500-0-5800-102-5750-1180-019-000	NN	P						630.00	630.00
779	PO-200772	09/25/2019	AUGUST 2019	1	01-6500-0-5800-102-5750-1180-019-000	NN	P						420.00	420.00
TOTAL PAYMENT AMOUNT													1,050.00 *	1,050.00
019662/00	FARREL, JASON													
948	PO-200909	09/25/2019	REIMB REGISTRATION	2	01-3010-0-5200-236-1110-1000-009-103	NN	F						120.00	120.00
948	PO-200909	09/25/2019	REIMB DICE	1	01-3010-0-4300-236-1110-1000-009-111	NN	F						35.97	35.97
TOTAL PAYMENT AMOUNT													155.97 *	155.97
019657/00	JENNINGS, KIRA													
897	PO-200854	09/25/2019	REIMB SUPPLIES	1	01-0000-0-4300-238-1110-1000-010-000	NN	F						683.88	683.88
TOTAL PAYMENT AMOUNT													683.88 *	683.88
022208/00	JONES, LINDA													
925	PO-200891	09/25/2019	REIMB GIFT CARDS	1	01-3182-0-4300-475-3200-1000-015-130	NN	F						50.00	50.00
TOTAL PAYMENT AMOUNT													50.00 *	50.00
010355/00	KAISER FOUNDATION HEALTH PLAN													
	PV-200022	09/24/2019	OCTOBER 2019		01-0000-0-3401-100-1110-1000-000-000	NN								73,627.60
	PV-200022	09/24/2019	OCTOBER 2019		01-0000-0-3402-100-1110-1000-000-000	NN								48,187.80
	PV-200022	09/24/2019	OCTOBER 2019		01-0000-0-3701-100-1110-1000-000-000	NN								15,978.85
	PV-200022	09/24/2019	OCTOBER 2019		01-0000-0-3702-100-1110-1000-000-000	NN								5,962.00
TOTAL PAYMENT AMOUNT													143,756.25 *	143,756.25
010898/00	LIFECHANGERS INTERNATIONAL LLC													
195	PO-200175	09/25/2019	1429	1	01-0000-0-5800-236-1110-1000-009-000	NY	F						2,500.00	2,500.00
TOTAL PAYMENT AMOUNT													2,500.00 *	2,500.00
022335/00	LOFTUS, MARK													
878	PO-200861	09/25/2019	TRAVEL EXPENSE	1	01-0000-0-5200-472-1110-1000-014-000	NN	F						47.03	47.03
TOTAL PAYMENT AMOUNT													47.03 *	47.03

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
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017726/00	LOS ANGELES	FREIGHTLINER												
86	PO-200077	09/24/2019	xa410015863:01			1	01-0740-0-4300-112-0000-3600-022-302	NN	P				25.34	25.34
	TOTAL PAYMENT AMOUNT												25.34 *	25.34
022230/00	MANAGED HEALTH NETWORK													
196	PO-200176	09/25/2019	PRM-042829			1	01-0000-0-3401-100-1110-1000-000-000	NN	P				983.06	983.06
	TOTAL PAYMENT AMOUNT												983.06 *	983.06
019877/00	MASON, VENESSA													
746	PO-200846	09/25/2019	TRAVEL EXPDENSE			1	01-0000-0-5200-234-1110-1000-008-905	NN	F				679.92	679.92
	TOTAL PAYMENT AMOUNT												679.92 *	679.92
022406/00	MAXIM HEALTHCARE SERVICES INC													
631	PO-200632	09/25/2019	6789270262			1	01-6500-0-5800-102-5750-1180-019-000	NN	P				2,837.50	2,837.50
631	PO-200632	09/25/2019	6774660262			1	01-6500-0-5800-102-5750-1180-019-000	NN	P				1,573.00	1,573.00
636	PO-200634	09/25/2019	6774660262			1	01-0740-0-5800-104-0000-3140-019-128	NN	P				2,660.00	2,660.00
636	PO-200634	09/25/2019	6789270262			1	01-0740-0-5800-104-0000-3140-019-128	NN	P				2,460.00	2,460.00
	TOTAL PAYMENT AMOUNT												9,530.50 *	9,530.50
020602/00	MCGRAW HILL SCHOOL EDUCATION													
732	PO-200725	09/25/2019	109978059001			2	01-0037-0-4200-103-1110-1000-019-000	NN	F				1,166.73	1,026.93
732	PO-200725	09/25/2019	109978059001			1	01-0037-0-4100-103-1110-1000-019-000	NN	F				1,387.37	1,300.00
	TOTAL PAYMENT AMOUNT												2,326.93 *	2,326.93
018826/00	NATIONAL ASSOC. FOR THE													
883	PO-200852	09/25/2019	MYCS115110231620			1	01-5630-0-5200-601-1421-1000-017-120	NY	F				570.00	570.00
	TOTAL PAYMENT AMOUNT												570.00 *	570.00
021173/00	NORTH STATE TIRE CO. INC													
956	PO-200911	09/25/2019	K99709			1	01-0740-0-4300-112-0000-3600-022-302	NN	F				104.48	104.48
	TOTAL PAYMENT AMOUNT												104.48 *	104.48

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
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017576/00	OFFICE DEPOT							
289 PO-200274	09/24/2019	350193274002	1 01-0000-0-4300-234-1110-1000-008-000 NN F	22.74	22.74			
719 PO-200691	09/25/2019	37488943001	1 01-0000-0-4300-236-1110-1000-009-000 NN P	33.91	33.91			
719 PO-200691	09/25/2019	374889056001	1 01-0000-0-4300-236-1110-1000-009-000 NN M	-33.91	-33.91			
719 PO-200691	09/25/2019	373811374001	1 01-0000-0-4300-236-1110-1000-009-000 NN P	33.91	33.91			
719 PO-200691	09/25/2019	373811373002	1 01-0000-0-4300-236-1110-1000-009-000 NN P	9.97	9.97			
719 PO-200691	09/25/2019	373811373001	1 01-0000-0-4300-236-1110-1000-009-000 NN F	80.87	80.88			
796 PO-200765	09/25/2019	377096374001	1 01-6500-0-4300-102-5001-2700-019-000 NN F	167.76	167.76			
814 PO-200779	09/25/2019	377676909001	1 01-0000-0-4300-236-1110-1000-009-000 NN F	67.71	67.71			
828 PO-200802	09/25/2019	379255002001	1 01-0000-0-4300-472-0000-2700-014-000 NN F	183.83	107.74			
863 PO-200813	09/25/2019	379253757001	1 01-0000-0-4300-472-1655-1000-014-000 NN F	409.43	409.43			
TOTAL PAYMENT AMOUNT				900.14 *		900.14		
010980/00	PEARSON EDUCATION INC							
661 PO-200649	09/25/2019	4025963716	1 01-0037-0-4100-103-4760-1000-019-102 NN F	1,201.75	1,001.75			
TOTAL PAYMENT AMOUNT				1,001.75 *		1,001.75		
014069/00	PLATT ELECTRIC SUPPLY INC							
37 PO-200050	09/25/2019	X094733	1 01-8150-0-4300-106-0000-8110-007-000 NN P	50.63	50.63			
37 PO-200050	09/25/2019	X088532	1 01-8150-0-4300-106-0000-8110-007-000 NN P	159.01	159.01			
37 PO-200050	09/25/2019	Z516349	1 01-8150-0-4300-106-0000-8110-007-000 NN P	772.20	772.20			
TOTAL PAYMENT AMOUNT				981.84 *		981.84		
015527/00	PROJECT LEAD THE WAY - SCHOOL							
450 PO-200436	09/25/2019	208022	1 01-6300-0-4300-472-1110-1000-014-991 NN F	6,680.50	6,680.50			
TOTAL PAYMENT AMOUNT				6,680.50 *		6,680.50		
015628/00	RAMIREZ, SOLEDAD							
912 PO-200882	09/25/2019	TRAVEL EXPENSE	1 01-0000-0-5200-472-1110-1000-014-000 NN F	29.42	29.42			
TOTAL PAYMENT AMOUNT				29.42 *		29.42		
010315/00	SAC CO OFFICE OF ED FIN SVCS							
369 PO-200359	09/25/2019	200840	1 01-4035-0-5800-103-1110-1000-019-103 NN F	10,800.00	10,800.00			
751 PO-200729	09/25/2019	200842	1 01-4035-0-5800-103-1110-1000-019-103 NN F	28,600.00	28,600.00			
TOTAL PAYMENT AMOUNT				39,400.00 *		39,400.00		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
-----														
010008/00	SACRAMENTO COUNTY OFFICE OF ED													
951 PO-200910	09/25/2019	7321		1 01-3010-0-5800-240-1110-1000-011-000	NN	F							9,900.00	9,900.00
TOTAL PAYMENT AMOUNT													9,900.00 *	9,900.00
022398/00	SACRAMENTO COUNTY OFFICE OF ED													
693 PO-200684	09/25/2019	200845		1 01-4203-0-5800-103-4760-1000-019-000	NN	F							15,400.00	15,400.00
TOTAL PAYMENT AMOUNT													15,400.00 *	15,400.00
010266/00	SACRAMENTO COUNTY UTILITIES													
77 PO-200068	09/25/2019	50008418859		1 01-0000-0-5520-106-0000-8110-007-000	N	P							172.12	172.12
TOTAL PAYMENT AMOUNT													172.12 *	172.12
016043/00	SHELTONS UNLIMITED MECHANICAL													
905 PO-200876	09/25/2019	19-23481		1 01-8150-0-5600-106-0000-8110-007-000	NN	F							288.00	288.00
906 PO-200877	09/25/2019	19-23677		1 01-8150-0-5600-106-0000-8110-007-000	NN	F							460.00	460.00
907 PO-200878	09/25/2019	19-236978		1 01-8150-0-4300-106-0000-8110-007-000	NN	F							420.10	420.10
907 PO-200878	09/25/2019	19-23678		2 01-8150-0-5600-106-0000-8110-007-000	NN	F							230.00	230.00
908 PO-200879	09/25/2019	19-23662		2 01-8150-0-5600-106-0000-8110-007-000	NN	F							180.00	180.00
908 PO-200879	09/25/2019	19-23662		1 01-8150-0-4300-106-0000-8110-007-000	NN	F							373.88	373.88
960 PO-200913	09/25/2019	19-23804		1 01-8150-0-5800-106-0000-8110-007-000	NN	F							108.00	108.00
TOTAL PAYMENT AMOUNT													2,059.98 *	2,059.98
020811/00	SHRED-IT USA LLC													
162 PO-200183	09/25/2019	8128212172		1 01-0000-0-5800-103-0000-7200-019-000	NN	P							84.68	84.68
TOTAL PAYMENT AMOUNT													84.68 *	84.68
020252/00	STAPLES BUSINESS CREDIT													
771 PO-200796	09/25/2019	177781761-0-1		1 01-0000-0-4300-472-1260-1000-014-000	NN	F							172.52	161.74
TOTAL PAYMENT AMOUNT													161.74 *	161.74
015221/00	STUDICA INC													
370 PO-200360	09/25/2019	SINV00026		1 01-0000-0-5800-103-1110-1000-019-856	NN	F							1,080.00	1,080.00
TOTAL PAYMENT AMOUNT													1,080.00 *	1,080.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt	Net Amount
-----									
020371/00	SUMNER, SHERYL								
864 PO-200859	09/25/2019	REIMB COSTCO PURCHASE	1	01-0000-0-4300-472-5770-1110-014-000	NN F			49.94	49.94
TOTAL PAYMENT AMOUNT								49.94 *	49.94
016354/00 SUPERIOR VISION INSURANCE INC									
PV-200021	09/24/2019	OCTOBER 2019		01-0000-0-3401-100-1110-1000-000-000	NN				3,253.15
PV-200021	09/24/2019	OCTOBER 2019		01-0000-0-3402-100-1110-1000-000-000	NN				3,251.62
PV-200021	09/24/2019	OCTOBER 2019		01-0000-0-3701-100-1110-1000-000-000	NN				799.60
PV-200021	09/24/2019	OCTOBER 2019		01-0000-0-3702-100-1110-1000-000-000	NN				359.82
TOTAL PAYMENT AMOUNT								7,664.19 *	7,664.19
019383/00 SUTTER HEALTH PLUS									
PV-200019	09/24/2019	OCTOBER 2019		01-0000-0-3401-100-1110-1000-000-000	NN				34,480.60
PV-200019	09/24/2019	OCTOBER 2019		01-0000-0-3402-100-1110-1000-000-000	NN				26,370.28
PV-200019	09/24/2019	OCTOBER 2019		01-0000-0-3701-100-1110-1000-000-000	NN				616.82
TOTAL PAYMENT AMOUNT								61,467.70 *	61,467.70
018279/00 UNIVERSITY OF OREGON									
889 PO-200866	09/25/2019	INV00053410	1	01-0037-0-5800-103-1110-1000-019-000	NN F			460.00	460.00
TOTAL PAYMENT AMOUNT								460.00 *	460.00
010552/00 WAXIE SANITARY SUPPLY									
145 PO-200131	09/25/2019	78492836	1	01-0000-0-9320-000-0000-0000-000-000	NN P			361.33	361.33
145 PO-200131	09/25/2019	78567403	1	01-0000-0-9320-000-0000-0000-000-000	NN P			1,548.37	1,548.37
TOTAL PAYMENT AMOUNT								1,909.70 *	1,909.70
022221/00 WESTERN HEALTH ADVANTAGE									
PV-200018	09/24/2019	OCTOBER 2019		01-0000-0-3401-100-1110-1000-000-000	NN				44,539.06
PV-200018	09/24/2019	OCTOBER 2019		01-0000-0-3402-100-1110-1000-000-000	NN				32,514.28
TOTAL PAYMENT AMOUNT								77,053.34 *	77,053.34

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt	Net Amount
-----									
022221/02	WESTERN HEALTH ADVANTAGE								
	PV-200020	09/24/2019	OCTOBER 2019		01-0000-0-3701-100-1110-1000-000-000	NN			3,828.96
	PV-200020	09/24/2019	OCTOBER 2019		01-0000-0-3702-100-1110-1000-000-000	NN			1,276.32
	TOTAL PAYMENT AMOUNT								5,105.28 *
022288/00	WILDMAN, SARAH								
	926 PO-200892	09/25/2019	REIMB FOR POPS		1 01-0000-0-4300-371-1110-1000-012-996	NN F		26.82	26.82
	TOTAL PAYMENT AMOUNT								26.82 *
020026/00	WORTHINGTON DIRECT								
	772 PO-200749	09/25/2019	INV344566CEN134		1 01-0000-0-4300-238-1110-1000-010-000	NN F		538.53	538.54
	TOTAL PAYMENT AMOUNT								538.54 *
017313/00	XEROX								
	208 PO-200198	09/25/2019	503424105		1 01-0000-0-5600-116-0000-7200-007-000	NN P		281.32	281.32
	TOTAL PAYMENT AMOUNT								281.32 *
	TOTAL FUND PAYMENT								408,967.05 **
									408,967.05

091 CENTER UNIFIED SCHOOL DISTRICT J23869  
 9-25-19

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0013 9-25-19  
 FUND : 11 ADULT EDUCATION FUND

APY500 L.00.15 09/25/19 11:11 PAGE 10  
 << Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt	Net Amount
018015/00	TOMPKINS, SHELLEY								
808 PO-200856	09/25/2019	REIME SHREDDING	1	11-6391-0-5800-600-4130-1000-015-000	NN F			20.00	20.00
TOTAL PAYMENT AMOUNT								20.00 *	20.00
TOTAL FUND PAYMENT								20.00 **	20.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef					
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
-----														
018143/00	CONTINUING DEVELOPMENT INC													
909	PO-200880	09/25/2019	5030-JULY	1	12-5025-0-5800-100-8500-1000-005-000	NN	P						28,212.84	28,212.84
909	PO-200880	09/25/2019	5030-AUGUST	1	12-5025-0-5800-100-8500-1000-005-000	NN	P						22,036.68	22,036.68
909	PO-200880	09/25/2019	5030-JULY	2	12-6105-0-5800-100-8500-1000-005-000	NN	P						50,615.99	50,615.99
909	PO-200880	09/25/2019	5030-AUGUST19	2	12-6105-0-5800-100-8500-1000-005-000	NN	P						39,535.49	39,535.49
				TOTAL PAYMENT AMOUNT				140,401.00 *						140,401.00
				TOTAL FUND		PAYMENT		140,401.00 **						140,401.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL	FUNC RES DEP T9MPS	Liq Amt	Net Amount		
-----								
014156/00	COUNTY OF SACRAMENTO							
172 PO-200159	09/25/2019	AR0005361	1 13-5310-0-5800-108-0000-3700-020-000	NN P	686.00	686.00		
			TOTAL PAYMENT AMOUNT	686.00 *				
011602/00	DANIELSEN CO., THE							
146 PO-200132	09/25/2019	206071	2 13-5310-0-4300-108-0000-3700-020-000	N P	760.35	760.35		
146 PO-200132	09/25/2019	206071	1 13-5310-0-4700-108-0000-3700-020-000	N P	969.42	969.42		
			TOTAL PAYMENT AMOUNT	1,729.77 *				
017051/00	DAVIS, LAURA							
942 PO-200900	09/25/2019	REIMB PLATES,CLOTHS	1 13-5310-0-4300-108-0000-3700-020-000	NN F	27.19	27.19		
			TOTAL PAYMENT AMOUNT	27.19 *				
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
168 PO-200155	09/25/2019	180347819	1 13-5310-0-5800-108-0000-3700-020-000	NN P	77.75	77.75		
			TOTAL PAYMENT AMOUNT	77.75 *				
017334/00	SEVEN UP BOTTLING CO. OF S.F.							
166 PO-200153	09/25/2019	3596008353	1 13-5310-0-4700-108-0000-3700-020-000	NN P	465.60	465.60		
			TOTAL PAYMENT AMOUNT	465.60 *				
011422/00	SYSCO OF SAN FRANCISCO							
148 PO-200140	09/25/2019	231462805	1 13-5310-0-4700-108-0000-3700-020-000	NN P	1,181.04	1,181.04		
148 PO-200140	09/25/2019	231462806	2 13-5310-0-4300-108-0000-3700-020-000	NN P	158.52	158.52		
148 PO-200140	09/23/2019	231462805	2 13-5310-0-4300-108-0000-3700-020-000	NN P	30.00	30.00		
			TOTAL PAYMENT AMOUNT	1,369.56 *				
			TOTAL FUND PAYMENT	4,355.87 **				
			TOTAL BATCH PAYMENT	553,743.92 ***	0.00			553,743.92
			TOTAL DISTRICT PAYMENT	553,743.92 ****	0.00			553,743.92
			TOTAL FOR ALL DISTRICTS:	553,743.92 ****	0.00			553,743.92

Number of checks to be printed: 64, not counting voids due to stub overflows.

# *Center Joint Unified School District*

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b> Superintendent's Office		Action Item <u>    X    </u>
<b>To:</b> Board of Trustees		Information Item <u>          </u>
<b>Date:</b> October 23, 2019		# Attached Pages <u>          </u>
<b>From:</b> Scott A. Loehr, Superintendent		
<b>Principal/Administrator Initials:</b> _____		

<b>SUBJECT: First Reading: Board Policies/Regulations/Exhibits</b>	
Replace BP 1112 Replace AR 3320 Replace BP/AR 3551 Replace AR 4117.7/4317.7 Add BP 4119.24/4219.24/4319.24 Replace BP 5123 Replace BP/AR 5136 Replace BP/AR 6142.2 Replace AR 6145.2 Replace BP/AR 6145.6 Delete E 6146.1 Replace BP/AR 6174 Replace BP 6179 Replace BB 9321 Add E(1&2) 9321 Delete BB 9321.1	Media Relations Claims and Actions Against the District Food Service Operations/Cafeteria Fund Employment Status Reports Maintaining Appropriate Adult-Student Interactions Promotion/Acceleration/Retention Gangs World Language Instruction Athletic Competition International Exchange High School Graduation Requirements Education for English Learners Supplemental Instruction Closed Session Closed Session Closed Session Actions and Reports
<b>RECOMMENDATION: CJUSD Board of Trustees approve the first reading of presented policies/regulations/exhibits.</b>	

# CSBA Sample Board Policy

Community Relations

BP 1112(a)

## MEDIA RELATIONS

**Note: The following optional policy may be revised to reflect district practice.**

**As part of building positive media relations, the district may consider presenting awards to media representatives who have helped support district goals and programs. See BP 1150 - Commendations and Awards. The district may also nominate journalists for CSBA's Golden Quill Award, which recognizes fair, insightful, and accurate reporting of the objectives, operations, accomplishments, challenges, and opportunities related to public schools.**

The Governing Board respects the public's **desire for and** right to information and recognizes that the media significantly influence the community's understanding of school programs, **student achievement, and school safety**. In order to develop and maintain positive media relations, the Board and ~~the Superintendent desire to~~ **shall** reasonably accommodate media requests for information and ~~to~~ provide accurate, reliable, and timely information.

**In conjunction with the Superintendent or designee, the Board shall periodically establish priorities and key messages for proactively communicating with the media regarding current district issues, activities, or needs.**

*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 0510 - School Accountability Report Card)*  
*(cf. 1100 - Communication with the Public)*  
*(cf. 1160 - Political Processes)*

Media representatives are welcome at all **public** Board meetings and shall receive meeting agendas upon request in accordance with Board policy.

*(cf. 9321 - Closed Session)*  
*(cf. 9322 - Agenda/Meeting Materials)*

**Note: Penal Code 627.2 requires all "outsiders" to register upon entering school grounds during school hours. Pursuant to Penal Code 627.1, media representatives are not defined as "outsiders." However, ~~an~~ the Attorney General ~~has opined~~ **opinion** (95 79 Ops. Cal. Atty. Gen. 509 58 (1996)) ~~has opined that, pursuant to Education Code 32212, and 35160 direct school authorities to prevent interference with the orderly educational activities of the school and authorize them to~~ **districts are authorized to prevent interference with the orderly educational activities of the school, which may include** restricting media representatives in the same manner that access by the general public may be limited (e.g., registration or accompaniment by a staff member when on school grounds). ~~Therefore, if~~ **According to the Attorney General opinion, a district that** has developed a policy requiring all members of the general public, both visitors and outsiders, to register upon entering school grounds, ~~only then~~ **may similarly require** media representatives ~~also be~~**

**MEDIA RELATIONS (continued)**

~~required~~ to register **before coming on campus**. Although Attorney General opinions are not binding on the courts, they are generally afforded deference when there is no specific statutory or case law to the contrary. See BP/AR 1250 - Visitors/Outsiders for options regarding registration.

~~Although Attorney General opinions are not binding on the courts, they are generally afforded deference in the court when there is no specific statutory or case law to the contrary.~~ The following **optional** paragraph is only for use **only** by districts that require all visitors to register upon entering school grounds; **and does not apply to districts that only require outsiders to register. Districts should ensure consistency with this paragraph and see BP 1250 - Visitors/Outsiders.**

Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

*(cf. 1250 - Visitors/Outsiders)*  
*(cf. 3515.2 - Disruptions)*

Staff may provide the media with student directory information, ~~including, but not limited to, the name of a student, school of attendance, grade level, honors, and activities,~~ **as identified in AR 5125.1 - Release of Directory Information**, unless the student's parent/guardian has submitted a written request that such information not be disclosed. The district shall not release **other student records or personally identifiable student** information that is private or confidential as required by law, Board policy, or administrative regulation. ~~No other access to student records or personally identifiable student information may be provided without written parent/guardian permission.~~

*(cf. 1340 - Access to District Records)*  
*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 5125 - Student Records)*  
*(cf. 5125.1 - Release of Directory Information)*  
*(cf. 9010 - Public Statements)*  
~~*(cf. 9321.1 - Closed Session Actions and Reports)*~~  
*(cf. 9324 - Minutes and Recordings)*

**Interviewing and Photographing Students**

Note: In 95 79 Ops.Cal.Atty.Gen. 509 58 (1996), the Attorney General stated that, because students have a constitutional right to free speech, school administrators may not require prior written parental permission before allowing media representatives to interview particular students on campus. However, **Education Code 48907 and 48950 and case law has held that clarify that the district may adopt reasonable provisions for the time, place, and manner in which free expression may occur within the district's jurisdiction. students may exercise that right unless the "conduct by the student, in class or out of it, which for any reason — whether it stems from time, place or type of behavior — materially disrupts school or involves substantial disorder or invasion of the rights of others."** Therefore, in some circumstances (e.g., interviews during class time or interviews that identify other students by name), it may be appropriate to limit the student's ability to talk with the media on campus. Because this is a complex area of law, districts should consult with legal counsel before adopting a policy or practice that may limit students' constitutional rights.

**MEDIA RELATIONS (continued)**

Neither the Attorney General opinion nor case law considers the rights of media to photograph students on school grounds. However, the same concerns raised with regard to student interviews, such as a **substantial material disruption to the orderly operation** of school or a **substantial disorder-invasion of the rights of others, including privacy rights**, may exist with regard to photos. Furthermore, it's clear that, in some cases, the publishing of a photo may affect student safety, or **privacy rights (e.g., such as when a student's whose attendance is concealed from a parent due to a domestic violence restraining order)**. Districts should consult with legal counsel before adopting a policy or practice that may limit the photographing of students by the media.

The following **optional** paragraph should be revised to reflect district practice.

The district shall not impose restraints on students' right to speak freely with media representatives ~~at those times which do not disrupt a student's educational program.~~ However, **interviewing and photographing of students may shall** not create **substantial disorder disruption to the orderly operation of the school** or impinge on the rights of **others or safety of students**. Therefore, ~~in order to minimize possible disruption, the district shall encourage~~ media representatives who wish to interview **or photograph** students at school ~~are strongly encouraged~~ to make prior arrangements with the principal. ~~At their discretion, parents/guardians may instruct their children not to communicate with media representatives.~~

*(cf. 5145.2 - Freedom of Speech/Expression)*

~~Note: Neither the Attorney General opinion nor case law considers the rights of media to photograph students on school grounds. However, the same concerns raised with regard to student interviews, such as a material disruption of school or a substantial disorder, may exist with regard to photos. Furthermore, it's clear that, in some cases, the publishing of a photo may affect student safety or privacy rights (e.g., a student whose attendance is concealed from a parent due to a domestic violence restraining order). Districts should consult with legal counsel before adopting a policy or practice that may limit the photographing of students by the media.~~

The following **optional** paragraph should be modified to reflect district practice.

~~In order to protect the privacy and safety of students, a media representative who wishes to photograph students on school grounds should make arrangements with the principal or designee.~~

~~When interviewing or photographing a special education student, he/she shall not be identified as a special education student without prior, written parent/guardian permission.~~

**Media Communication Plan Contacts/Spokespersons**

Note: The following section should be revised to reflect district practice.

~~In order to help develop strong relations with the media, the Superintendent or designee shall develop a proactive media communications plan. This plan may include, but not be limited~~

**MEDIA RELATIONS (continued)**

~~to, information related to district programs and needs, student awards, school accomplishments and events of special interest.~~

~~(cf. 0510 - School Accountability Report Card)~~

~~(cf. 1100 - Communication with the Public)~~

~~(cf. 1160 - Political Processes)~~

The ~~plan shall specify~~ **Superintendent or designee shall identify** the district's and/or site's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the district include the Board president, Superintendent, ~~and~~ public information officer, **or district communications director**. Other Board members and/or staff may be asked by the Superintendent or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue **or appropriateness given a particular situation**.

The Superintendent or designee shall provide training on effective media relations to all designated spokespersons.

~~(cf. 9240 - Board Training)~~

**Crisis Communications Plan**

Note: The following **optional** section may be revised to reflect district practice. CSBA recommends that districts develop a crisis communications plan to help ensure that accurate and timely information is provided to **students**, parents/guardians, the community, and the media during a crisis **or natural disaster**. This crisis plan may be a separate document or may be incorporated into other safety plans such as the district's comprehensive safety plan (see AR 0450 - Comprehensive Safety Plan) and/or emergency and disaster preparedness plan (see AR 3516 - Emergencies and Disaster Preparedness Plan).

~~The following optional section should be modified to reflect district practice.~~

~~During a disturbance or crisis situation, the first priority of school staff is to assure the safety of students and staff. However, the Board recognizes the need~~ **The Superintendent or designee shall develop strategies for working with the media** to provide timely and accurate information to **students**, parents/guardians, and the community during a crisis **or natural disaster**. ~~The Board also recognizes that the media have an important role to play in relaying this information to the public. In order to help ensure that the media and district work together effectively, the Superintendent or designee shall develop a crisis communications plan to identify communication strategies to be taken in the event of a crisis.~~ The crisis communications plan may include, but not be limited to, identification of a media center location, **strategies for press conference logistics, and development and integration** of both internal and external notification systems, **including public address systems, social media, web site postings, and text alerts.** ~~and strategies for press conference logistics.~~

## **MEDIA RELATIONS (continued)**

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*  
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

~~The crisis communications plan may include but not be limited to identification of a media center location, development of both internal and external notification systems, and strategies for press conference logistics.~~

The Superintendent or designee shall include local law enforcement, ~~and~~ media representatives, **and district technology personnel** in the crisis planning process.

### *Legal Reference:*

#### EDUCATION CODE

32210-32212 *Willful disturbance of public school or meeting*

35144 *Special meetings*

35145 *Public meetings*

35160 *Authority of governing boards*

35172 *Promotional activities*

**48907 *Freedom of speech and press***

**48950 *Prohibition against disciplinary action for first amendment speech***

**49061 *Definition of directory information***

**49073 *Directory information***

#### EVIDENCE CODE

1070 *Refusal to disclose news source*

#### PENAL CODE

627-627.10 *Access to school premises*

#### UNITED STATES CODE, TITLE 20

1232g *Family educational and privacy rights*

#### CODE OF FEDERAL REGULATIONS, TITLE 34

99.3 *Definition of directory information*

#### COURT DECISIONS

*Lopez v. Tulare Joint Union High School District, (1995) 34 Cal.App.4th 1302*

#### ATTORNEY GENERAL OPINIONS

*95 79 Ops.Cal.Atty.Gen. 509 58 (1996)*

### *Management Resources:*

#### WEB SITES

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

(10/96 7/01) 7/19

### **Policy Reference UPDATE Service**

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# **Center Unified SD**

## **Board Policy**

### **Media Relations**

BP 1112

#### **Community Relations**

The Governing Board respects the public's right to information and recognizes that the media significantly influence the community's understanding of school programs. In order to develop and maintain positive media relations, the Board and the Superintendent desire to reasonably accommodate media requests for information and to provide accurate, reliable and timely information.

Media representatives are welcome at all Board meetings and shall receive meeting agendas upon request in accordance with Board policy.

(cf. 9322 - Agenda/Meeting Materials)

Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.2 - Disruptions)

Staff may provide the media with pupil directory information, including, but not limited to, the name of a pupil, school of attendance, grade level, honors, and activities, unless the pupil's parent/guardian has submitted a written request that such information not be disclosed. The district shall not release information that is private or confidential as required by law, Board policy or administrative regulation. No other access to pupil records or personally identifiable pupil information may be provided without written parent/guardian permission.

(cf. 1340 - Access to District Records)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Pupil Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 9010 - Public Statements)

(cf. 9321.1 - Closed Session Actions and Reports)

#### **Interviewing and Photographing Pupils**

The district shall not impose restraints on pupils' right to speak freely with media representatives at those times which do not disrupt a pupil's educational program.

However, interviews of pupils may not create substantial disorder or impinge on the rights of others. Therefore, in order to minimize possible disruption, media representatives who wish to interview pupils at school are strongly encouraged to make prior arrangements with the principal. At their discretion, parents/guardians may instruct their children not to communicate with media representatives.

(cf. 5145.2 - Freedom of Speech/Expression: Publications Code)

In order to protect the privacy and safety of pupils, a media representative who wishes to photograph pupils on school grounds should first make arrangements with the principal or designee.

When interviewing or photographing a special education pupil, he/she shall not be identified as a special education pupil without prior, written parent/guardian permission.

#### Media Communications Plan

In order to help develop strong relations with the media, the Superintendent or designee shall develop a proactive media communications plan. This plan may include, but not be limited to, information related to district programs and needs, pupil awards, school accomplishments and events of special interest.

(cf. 0510 - School Accountability Report Card)  
(cf. 1100 - Communication with the Public)  
(cf. 1160 - Political Processes)

The plan shall specify the district's and/or site's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the district include the Board president, Superintendent and public information officer. Other Board members and staff may be asked by the Superintendent or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue.

The Superintendent or designee shall provide training on effective media relations to all designated spokespersons.

(cf. 9240 - Board Development)

#### Crisis Communications Plan

During a disturbance or crisis situation, the first priority of school staff is to assure the safety of pupils and staff. However, the Board recognizes the need to provide timely and accurate information to parents/guardians and the community during a crisis. The Board also recognizes that the media have an important role to play in relaying this information to the public. In order to help ensure that the media and district work together effectively, the Superintendent or designee shall develop a crisis communications plan to identify communication strategies to be taken in the event of a crisis.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 3516 - Emergency and Disaster Preparedness Plan)

The crisis communications plan may include but not be limited to identification of a media center location, development of both internal and external notification systems, and strategies for press conference logistics.

The Superintendent or designee shall include local law enforcement and media representatives in the crisis planning process.

**Legal Reference:**

**EDUCATION CODE**

32210-32212 Willful disturbance of public school or meeting

35144 Special meetings

35145 Public meetings

35160 Authority of governing boards

35172 Promotional activities

**EVIDENCE CODE**

1070 Refusal to disclose news source

**PENAL CODE**

627-627.10 Access to school premises

**COURT DECISIONS**

Lopez v. Tulare Joint Union High School District, (1995) 34 Cal.App.4th 1302

**ATTORNEY GENERAL OPINIONS**

95 Ops.Cal.Atty.Gen. 509 (1996)

**Management Resources:**

**CSBA PUBLICATIONS**

911: A Manual for Schools and the Media During a Campus Crisis, 2001

**WEB SITES**

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

# 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. 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.

**Pursuant to Government Code 935, district claims procedures may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to a lawsuit. Failure to include such a requirement may subject the district to increased liability.**

**Unless otherwise provided by law, prior to filing a lawsuit against the district for money or damages, a written claim shall be filed in accordance with the following administrative regulation.**

### Time Limitations

Note: Items #1-4 below list timelines for claims pursuant to the Government Claims Act and other applicable statutes. ~~As amended by SB 1053 (Ch. 153, Statutes of 2018), Pursuant to Government Code 935, the district's authority 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 is not applicable to those excepted causes of action which have their claims presentation procedures specified in by other statutes or regulations, such as 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 childhood sexual abuse or any **other** cause of action ~~which is specifically excepted from the Government Claims Act by Government Code 905 and for which governed by~~ a statute or regulation **provides a claims presentation procedure, 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 **applicable** governing statute or regulation. (Government Code 905, 935)

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

**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 **and which are not governed by any other applicable statutes or regulations.** Optional item #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 #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, item #2 should be revised accordingly.

If a claimant misses a deadline for a claim required to be submitted in accordance with item #2 or #3 below, ~~he/she~~ **the claimant** may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."

2. In accordance with the **Governing** Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 ~~but~~ **and** 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, 935)
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 911.2)
4. Claims for money or damages 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 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 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.

**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

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 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 of **\$25,000 or less**.
7. The signature of the claimant or the person acting on ~~his~~**her the claimant's** behalf

**Notice of Claim Insufficiency**

Note: Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

## **CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

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 #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 #2 in the section "Time Limitations" above).

For claims under items #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)

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)

**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

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~~ **the person** 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: **Pursuant to Government Code 945.6, if** 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 **or fails to provide written notice rejecting the claim, the claim is considered to be rejected,** but the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

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)

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# **Center Unified SD**

## **Administrative Regulation**

### **Claims And Actions Against The District**

AR 3320

#### **Business and Noninstructional Operations**

#### **Time Limitations**

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to 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)
2. In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 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, 935)
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 911.2)
4. Claims for money or damages 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 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)

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

**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

powers authority or insurance carrier in accordance with the applicable conditions of coverage.

**Review of Contents of the Claim**

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)

**CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**

**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**

For claims under items #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)

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 Board Policy

**Business and Noninstructional Operations**

BP 3551(a)

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND**

Note: The following policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are **mandated** to adopt policy addressing delinquent meal charges; see the section "Meal Sales" below and the accompanying administrative regulation.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to construct buildings. Revenues also may not be used to purchase land or buildings, unless otherwise approved by the USDA. Authorized expenditures are **specified in Education Code 38101** and defined in the California Department of Education's (CDE) California School Accounting Manual.

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

*(cf. 3100 - Budget)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3311 - Bids)*

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3552 - Summer Meal Program)*

*(cf. 5030 - Student Wellness)*

Note: **The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts.** Pursuant to 42 USC 1776 and 7 CFR 210.30, as amended by 84 Fed. Reg. 8247, the USDA has established minimum professional standards for food service personnel directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. ~~With approval from the CDE, more flexible standards may be used in districts with average daily attendance of less than 500 or in districts of any size when hiring a new acting food services director. For more information about professional standards for food service directors, see CDE's Nutrition Services Division Management Bulletin SNP 17-2016. See CDE's Nutrition Services Division Management Bulletin 10-2019 for information about state hiring standards.~~

The Superintendent or designee shall ensure that ~~all~~ food service ~~personnel~~ director(s) possess the ~~required~~ qualifications **required by 7 CFR 210.30 and California Department of Education (CDE) standards.** ~~and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.~~

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

Note: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training on administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year. In addition, all food service personnel are required to receive annual training that (1) is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and (2) includes modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. The CDE provides online training that meets these requirements; see the CDE's web site.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the ~~California Department of Education (CDE)~~. (42 USC 1776)

**Meal Sales**

Note: The following section may be revised by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school. For further information, see BP/~~AR~~-3553 - Free and Reduced Price Meals.

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

Note: Pursuant to Education Code 38082, the Governing Board may adopt a resolution to authorize serving meals to additional persons other than those listed above. CDE's Nutrition Services Division Management Bulletin No. 00-111 states that the Board's policy or resolution must specify the means for serving those persons and indicates that using funds from the National School Lunch or Breakfast Program to serve any nonstudent would be contrary to program goals. The following **optional** paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Note: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, **which are paid from district funds other than the cafeteria fund**, pursuant to Education Code 38100).

Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin ~~USDA-SNP-16-2012~~ **12-2018**.

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

*(cf. 3553 - Free and Reduced Price Meals)*

Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. See the accompanying administrative regulation for additional language fulfilling this mandate. ~~Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), districts must make the meal charge policy public.~~

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with **BP/AR 3553 - Free and Reduced Price Meals**, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public **pursuant to Education Code 49557.5**.

Note: **Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students. For further information, see Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, the district's unpaid meals policy must ensure that students with unrecovered or delinquent debt are not overtly identified.** ~~In addition, Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students.~~

**In addition**, Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees **or a student who is enrolled in the free or reduced-price meal program is not overtly identified, by the use of special tokens, tickets, or other means and is not shamed, treated differently, or served a meal that differs from the meal served to other students.** (Education Code **49557**, 49557.5)

Note: ~~Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.~~

## FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

~~Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.~~

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 0415 - Equity)*

### Cafeteria Fund

Note: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

Note: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

~~**OPTION 1:** The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)~~

**OPTION 2:** The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Note: The following **optional** paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

*(cf. 3230 - Federal Grant Funds)*  
*(cf. 3400 - Management of District Assets/Accounts)*  
*(cf. 3460 - Financial Reports and Accountability)*

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)****Contracts with Outside Services**

Note: The following section is **optional**. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of the CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

**Procurement of Foods, Equipment and Supplies**

Note: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. ~~This provision indicates~~ **USDA Memorandum SP 38-2017 clarifies** that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to ~~USDA the~~ **Memorandum SP-24-2016**, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Limited exceptions to the Buy American requirement are described in USDA Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, ~~as added by SB 730 (Ch. 571, Statutes of 2017)~~, the CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

~~Note: Pursuant to Food and Agriculture Code 58595, as added by AB 822 (Ch. 785, Statutes of 2017), a district that solicits bids for the purchase of an agricultural product must give preference for California-grown agricultural products, with certain conditions, as provided below.~~

Furthermore, the district ~~shall~~ **may** accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

~~Note: Pursuant to Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.~~

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

**Program Monitoring and Evaluation**

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

~~Note: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. Each district is reviewed at least once every three years. See ~~the~~ CDE's nutrition services web site for a current list of documents that may be requested for the review.~~

~~During the Administrative Review, CDE will review district policies on charge accounts, alternate meals, unpaid meal charges, and guidelines for continually notifying parents/guardians of these policies.~~

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

*(cf. 3555 - Nutrition Program Compliance)*

*Legal Reference:*

EDUCATION CODE

38080-38086.1 Cafeteria, establishment and use  
38090-38095 Cafeterias, funds and accounts  
38100-38103 Cafeterias, allocation of charges  
42646 Alternate payroll procedure  
45103.5 Contracts for management consulting services; restrictions  
49490-49493 School breakfast and lunch programs  
49500-49505 School meals  
~~49554 Contract for services~~  
49550-49564.5 Meals for needy students, *especially:*  
**49550.5 Universal breakfast**  
49554 Contract for services  
49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

~~200.318317~~-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

*Management Resources: (see next page)*

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)***Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSCalifornia School Accounting ManualFood Distribution Program Administrative Manual**Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019****Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018****Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, and Additional Guidance on the Handling of Unpaid Meal Charges, NSD Management Bulletin, SNP-03-2018, February 2018***Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018**Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017***Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015**~~*Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA SNP-06-2015, May 2015*~~*Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013*~~*Paid Lunch Equity Requirement, NSD Management Bulletin, USDA SNP-16-2012, October 2012*~~*Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, 00-111, July 2000*U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONSFAQs About School Meals**Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017**~~**Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016**~~**May 2017***Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017**Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016*~~*Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016*~~*Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016*~~*Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016*~~*Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014*WEB SITES*California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>**California School Nutrition Association: <http://www.calsna.org>**U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>*

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# **Center Unified SD**

## **Board Policy**

### **Food Service Operations/Cafeteria Fund**

BP 3551

#### **Business and Noninstructional Operations**

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

#### **Meal Sales**

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the

Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 3553 - Free and Reduced Price Meals)

#### Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)  
(cf. 3400 - Management of District Assets/Accounts)  
(cf. 3460 - Financial Reports and Accountability)

#### Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

#### Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

#### Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

**Legal Reference:**

**EDUCATION CODE**

38080-38086 Cafeteria, establishment and use  
38090-38095 Cafeterias, funds and accounts  
38100-38103 Cafeterias, allocation of charges  
42646 Alternate payroll procedure  
45103.5 Contracts for management consulting services; restrictions  
49490-49493 School breakfast and lunch programs  
49500-49505 School meals  
49554 Contract for services  
49550-49564.5 Meals for needy students  
49580-49581 Food recovery program

**FOOD AND AGRICULTURE CODE**

58595 Preference for California-grown agricultural products

**HEALTH AND SAFETY CODE**

113700-114437 California Retail Food Code

**PUBLIC CONTRACT CODE**

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15550-15565 School lunch and breakfast programs

**UNITED STATES CODE, TITLE 42**

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

**CODE OF FEDERAL REGULATIONS, TITLE 2**

200.56 Indirect costs, definition

200.318-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

**CODE OF FEDERAL REGULATIONS, TITLE 7**

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

California School Accounting Manual

Food Distribution Program Administrative Manual

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD

Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of  
Delinquent Meal Payments, and Excess Student Account Balances, NSD Management  
Bulletin, SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School  
Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD

Management Bulletin, USDA-SNP-06-2015, May 2015

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013

Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000

#### U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

##### FAQs About School Meals

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

##### WEB SITES

California Department of Education, Nutrition Services Division:

<http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service:

<http://www.fns.usda.gov/cnd>

# CSBA Sample Administrative Regulation

**Business and Noninstructional Operations**

AR 3551(a)

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND**

Note: Districts that ~~have one or more high poverty schools operating under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school (i.e., "universal meal service") at one or more schools pursuant to 42 USC 1759a or Education Code 49550.5~~ should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals.

### **Payments for Meals**

Note: State and federal law (Education Code 49550; 42 USC 1758, 1773) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. California Department of Education (CDE) Nutrition Services Division Management Bulletin SNP-06-201503-2018 clarifies that districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day.

In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. ~~Districts that choose to do so may modify the following paragraph accordingly.~~ For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.

The following section includes recommendations of the CDE's Nutrition Services Division Management Bulletin and the USDA's "FAQs About School Meals" on the USDA's web site and may be revised to reflect district practice.

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3552 - Summer Meal Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 3555 - Nutrition Program Compliance)*

Note: CDE's program monitoring process (the Administrative Review) requires districts to continually notify parents/guardians of district policies regarding meal payments, including charge accounts and alternate meals if applicable. Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a system for notifying parents/guardians when a student's meal payment account has a low or negative balance.

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

According to USDA's Memorandum SP-23-2017, the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's Nutrition Services Division Management Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

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

*(cf. 5145.6 - Parental Notifications)*

Note: The following **optional** paragraph may be revised to reflect district practice. According to the USDA's "FAQs About School Meals," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets at the beginning of the school year and/or when applications for free and reduced-price meals are distributed or approved; **(2) maintains a list of students who have reported lost and stolen tickets and the number of occurrences for each student;** ~~(2)~~ **(3)** issues at least one advance warning to the student or ~~his/her~~ **the student's** parent/guardian prior to refusing to issue a replacement ticket; and ~~(3)~~ **(4)** does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, the USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

~~In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point of sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her a tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.~~

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, ~~shall not require a student to pay a bill that appears to be the result of identity theft~~, and shall open a new account **as appropriate with a new account number** for a student whose **account appears to have been misused be the subject of identity theft**.

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

*(cf. 3580 - District Records)*

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals.

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

**Unpaid and Delinquent Meal Charges**

Note: The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program. Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Such policy may be consistent for all students or vary by grade level. The following section may be revised to reflect district practice.

~~Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), the district must notify parents/guardians within 10 days of a negative balance in their child's school meal account. Prior to sending the notification to the parent/guardian, the district must exhaust all options and methods to certify the student for free or reduced price meals. The district is required to reimburse meal fees paid by the parent/guardian during any time that the student would have been eligible for free or reduced price meals, to the extent that the expense is reimbursable under the National School Lunch Program.~~

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

~~Note: Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), prohibits the use of a debt collector to collect unpaid school meal fees.~~

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

~~Note: The following optional paragraph reflects CDE guidance in its Nutrition Services Division Management Bulletin SNP-03-2017.~~

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

~~Note: CDE's Nutrition Services Division Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below.~~

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

~~Note: Pursuant to CDE's Nutrition Services Division Management Bulletins ~~SNP-06-2015 and SNP-03-2017~~, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.~~

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

**Reimbursement Claims**

Note: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

**Donation of Leftover Food**

~~Note: The following section is optional and may be revised to reflect district practice. Health and Safety Code 114079, as amended by SB 557 (Ch. 285, Statutes of 2017), authorizes districts to provide "sharing tables" where food service staff, students, and faculty may return appropriate food items which may then be shared with other students or donated to a food bank or any other nonprofit charitable organization.~~

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

*(cf. 3510 - Green School Operations)*

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

**Cafeteria Fund**

Note: Education Code ~~38094~~ 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, ~~38091~~ **38093**)

*(cf. 3100 - Budget)*

*(cf. 3300 - Expenditures and Purchases)*

**Note: Education Code 38101, as amended by AB 3043 (Ch. 593, Statutes of 2018), permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.**

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

**Note: The following optional paragraph is for use by districts that choose to provide universal breakfast (free of charge to all students) at one or more schools. Pursuant to Education Code 49550.5, as added by AB 3043, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE. The requirement to submit certification does not apply to any district that provides universal breakfast pursuant to a federally authorized provision (e.g., Provision 1, 2, or 3 or the Community Eligibility Provision of the National School Lunch Act).**

**With CDE approval, the district may use cafeteria funds to supplement the provision of universal breakfast. On or before July 1 of each year, the district shall submit to CDE a Board-signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered by the district with nonfederal funds. (Education Code 49550.5)**

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

*(cf. 3110 - Transfer of Funds)*

**Note: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and USDA guidance SP 60-2016, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.**

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate **as approved by CDE** or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Note: Pursuant to 7 CFR ~~210.7~~ **210.14** and ~~220.14~~ **220.7**, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months average expenditures. If there is a surplus, then according to USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. **CDE's Nutrition Services Division Management Bulletin NSD-SNP-07-2013 provides that the The** spending plan developed by the district under such circumstances must be approved by the CDE.

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (~~2 CFR 220.14~~)(**7 CFR 210.14, 220.7**)

**U.S. Department of Agriculture Foods**

Note: The following **optional** section is for use by districts that participate in the National School Lunch Program and receive foods from the USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools. Pursuant to 42 USC 1758, USDA must ensure that foods offered through this program reflect the most recent Dietary Guidelines for Americans.

**The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)**

~~The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)~~

1. ~~Are sanitary and free from rodent, bird, insect, and other animal infestation~~
2. ~~Safeguard foods against theft, spoilage, and other loss~~
3. ~~Maintain foods at proper storage temperatures~~
4. ~~Store foods off the floor in a manner to allow for adequate ventilation~~
5. ~~Take other protective measures as may be necessary~~

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods ~~shall~~ **may** be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

**Contracts with Outside Services**

Note: The following **optional** section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts ~~in~~ the district **maintains**; see the accompanying Board policy.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

*(cf. 3312 - Contracts)*

*(cf. 3515.6 - Criminal Background Checks for Contractors)*

*(cf. 3600 - Consultants)*

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4212 - Appointments and Conditions of Employment)*

(5/17 3/18) 7/19

# **Center Unified SD**

## **Administrative Regulation**

### **Food Service Operations/Cafeteria Fund**

AR 3551

#### **Business and Noninstructional Operations**

##### **Payments for Meals**

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

In any school that uses a system of meal tickets or other similar medium of exchange

rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records)  
(cf. 3580 - District Records)

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

#### Unpaid and Delinquent Meal Charges

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid

meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

#### Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

#### Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

#### Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14)

#### U.S. Department of Agriculture Foods

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

#### Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE

and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointments and Conditions of Employment)

Regulation  
approved: June 13, 2018

CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California

# CSBA Sample Administrative Regulation

Certificated Personnel

AR 4117.7(a)  
4317.7

## EMPLOYMENT STATUS REPORTS

Note: Education Code 44030.5 and 44242.5, ~~as added and amended by AB 449 (Ch. 232, Statutes of 2013), and 5 CCR 80303, as amended by Register 2014, No. 14,~~ require the Superintendent to make a report to the Commission on Teacher Credentialing (CTC) when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. Upon notification by the district or other specified agencies, ~~the~~ CTC may conduct a review and take an adverse action against the certificated employee, including, but not limited to, suspension or revocation of the credential.

Pursuant to 5 CCR 80303, the report must be made regardless of any proposed or actual agreement, settlement, or stipulation between the district and the employee not to make such a report. The report must also be made if the allegations are withdrawn in consideration of the employee's resignation, retirement, or other failure to contest the truth of the allegations.

Pursuant to Education Code 44030.5 and 5 CCR 80303, as amended, the Superintendent's failure to make the report of the change in employment status or to notify the affected employee of the contents of 5 CCR 80303 would be considered unprofessional conduct and, if it is determined that the Superintendent refused or willfully neglected to make the report, ~~he/she~~ **the Superintendent** may be found guilty of a misdemeanor and fined.

The Superintendent shall report to the Commission on Teacher Credentialing (CTC) any change in the employment status of a certificated employee who, while working in a position requiring a credential and as a result of an allegation of misconduct or while an allegation of misconduct is pending: (Education Code 44030.5, 44242.5; 5 CCR 80303)

1. Is dismissed or nonreelected

*(cf. 4116 - Probationary/Permanent Status)*

*(cf. 4117.6 - Decision Not to Rehire)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

2. Resigns

*(cf. 4117.2/4217.2/4317.2 - Resignation)*

3. Is suspended or placed on unpaid administrative leave for more than 10 days as a final adverse employment action

4. Retires

5. Is otherwise terminated by a decision not to employ or reemploy

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

## EMPLOYMENT STATUS REPORTS (continued)

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

Note: Pursuant to Education Code 44030.5 and 44242.5, as added and amended by AB 449 (Ch. 232, Statutes of 2013), a change in employment status due solely to unsatisfactory performance or a reduction in force does not require a report to the CTC.

This report is not required when the change in employment status is due solely to unsatisfactory performance pursuant to Education Code 44932 or a reduction in force pursuant to Education Code 44955-44958. (Education Code 44030.5, 44242.5; 5 CCR 80303)

*(cf. 4115 - Evaluation/Supervision)*

*(cf. 4117.3 - Personnel Reduction)*

Note: Education Code 44030.5 requires the Superintendent to submit the report to the CTC within 30 days of the change in employment status. 5 CCR 80303, as amended by Register 2014, No. 14, requires the CTC to acknowledge receipt of the report within 30 days of receipt.

5 CCR 80303, as amended, describes the contents that must be included in the report. The report should be made using a notification form available on the CTC's web site and attaching relevant documents, evidence, and materials related to the district's investigation of the misconduct.

When required, the report of a change in employment status shall be submitted not later than 30 days after the employment action. The report shall be made using a form provided by the CTC and shall include all known information about each alleged act of misconduct by the employee. The report shall contain the name and current address of the certificated employee, name of the district, last school or district assignment, an explanation of the allegation of misconduct or pending allegation of misconduct, current contact information for all persons who may have information relating to the alleged misconduct, and any and all documentation related to the case. (Education Code 44030.5; 5 CCR 80303)

Upon a change in employment status as a result of alleged misconduct or while an allegation of misconduct is pending, the Superintendent shall, in writing, inform the employee of the contents of 5 CCR 80303. (5 CCR 80303)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

### Additional Reports of Employee Misconduct

Note: Notification forms for the reports specified in items #1-2 below are available on the CTC's web site.

The Superintendent or designee shall submit a report to the CTC, using a form provided by the CTC and attaching all relevant documents, whenever:

## EMPLOYMENT STATUS REPORTS (continued)

Note: Pursuant to Education Code 44940, the district must notify ~~the~~ CTC when an employee has been charged in court with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940 **or a violation or attempted violation of Penal Code 187 (murder)**. Also see ~~BP~~AR 4118 - Dismissal/Suspension/Disciplinary Action. Upon receiving notification from the district regarding any such offense, ~~the~~ CTC will automatically suspend the employee's credential. Education Code 44423.5 also requires ~~the~~ CTC to suspend an individual's credential upon receiving notice that another state has taken final action to revoke the individual's credential.

1. An employee, by complaint, information, or indictment filed in court, is charged with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940 **or violation or attempted violation of Penal Code 187 (murder)**. (Education Code 44242.5, 44940, 44940.5)

Not later than 10 days after receipt of such a complaint, information, or indictment regarding an employee, the Superintendent or designee shall forward a copy of the received documents to ~~the~~ CTC. In addition, ~~he/she~~ **the Superintendent or designee** shall report to ~~the~~ CTC any action taken in connection with extending the employee's mandatory leave beyond the initial period. (Education Code 44940, 44940.5)

Note: According to ~~the~~ CTC's notification form, submission of this notification to ~~the~~ CTC does not relieve the district of the obligation to also submit an employment status report of the same misconduct when the district takes disciplinary action resulting in a change in employment status.

If the offense results in a change in employment status, the Superintendent shall submit an employment status report in addition to the report of the mandatory leave of absence offense.

2. An employee refuses, without good cause, to fulfill a valid employment contract, or departs from district service without the consent of the Superintendent or Governing Board. (Education Code 44242.5, 44420)

Note: Education Code 44242.5 gives ~~the~~ CTC authority to review any of the violations described in items #1-3 below upon receiving notice from a district. Since the law does not require districts to report these violations to ~~the~~ CTC, the district should revise the following list to identify the types of violations that it will report and then ensure consistent implementation.

As appropriate, the Superintendent or designee also shall notify ~~the~~ CTC of any of the following:

Note: Pursuant to Education Code 44242.5, ~~the~~ CTC will not consider action on the basis of alleged sexual misconduct (item #1 below) unless there is evidence in the form of a written or oral declaration under penalty of perjury that confirms the personal knowledge of the declarant regarding the acts alleged to constitute misconduct.

**EMPLOYMENT STATUS REPORTS (continued)**

1. A complaint filed with the district regarding a certificated employee's alleged sexual misconduct (Education Code 44242.5)

*(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)*

The notice to the CTC shall contain all of the following information: (5 CCR 80304)

- a. Name of the employee alleged to have engaged in the sexual misconduct
- b. Name, age, and address of each victim of the alleged sexual misconduct
- c. A summary of all information known to the district regarding the alleged sexual misconduct
- d. A summary of the action, if any, taken at the district level in response to the complaint of sexual misconduct

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

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

2. An employee's knowing and willful use of school records of student data in connection with, or in implicit or explicit attempts to recruit a student to be a customer for, any business owned by the certificated employee or in which the certificated employee is an employee (Education Code 44242.5, 44421.1)

*(cf. 5125 - Student Records)*

3. An employee's knowing and willful reporting of false fiscal expenditure data relative to the conduct of any educational program (Education Code 44242.5, 44421.5)
4. An employee's subversion or attempt to subvert any licensing examination or the administration of an examination (Education Code 44242.5, 44439)

*Legal Reference: (see next page)*

**EMPLOYMENT STATUS REPORTS (continued)**

*Legal Reference:*

EDUCATION CODE

- 44009 Conviction of specified crimes
- 44010 Sex offense, definitions
- 44011 Controlled substance offense, definitions
- 44030.5 Employment status reports
- 44225 Powers and duties of the CTC
- 44242.5 Reports and review of alleged misconduct
- 44420-44440 Adverse actions by CTC against credential holder
- 44932 Causes for dismissal
- 44940 Sex offenses and narcotic offenses; compulsory leave of absence
- 44940.5 Compulsory leave of absence
- 44955-44958 Reduction in force

PENAL CODE

**187 Murder**

CODE OF REGULATIONS, TITLE 5

- 80303 Reports of change in employment status, alleged misconduct
- 80304 Notice of sexual misconduct

*Management Resources:*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2013  
2019

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

# **Center Unified SD**

## **Administrative Regulation**

### **Employment Status Reports**

AR 4117.7, 4317.7

#### **Personnel**

The Superintendent shall report to the Commission on Teacher Credentialing (CTC) any change in the employment status of a certificated employee who, while working in a position requiring a credential and as a result of an allegation of misconduct or while an allegation of misconduct is pending: (Education Code 44030.5, 44242.5; 5 CCR 80303)

1. Is dismissed or nonreelected

(cf. 4116 - Probationary/Permanent Status)

(cf. 4117.4 - Dismissal)

(cf. 4117.6 - Decision Not to Rehire)

2. Resigns

(cf. 4117.2 - Resignation)

3. Is suspended or placed on unpaid administrative leave for more than 10 days as a final adverse employment action

(cf. 4118 - Suspension/Disciplinary Action)

4. Retires

5. Is otherwise terminated by a decision not to employ or reemploy

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

This report is not required when the change in employment status is due solely to unsatisfactory performance pursuant to Education Code 44932 or a reduction in force pursuant to Education Code 44955-44958. (Education Code 44030.5, 44242.5; 5 CCR 80303)

(cf. 4115 - Evaluation/Supervision)

(cf. 4117.3 - Personnel Reduction)

When required, the report of a change in employment status shall be submitted not later than 30 days after the employment action. The report shall be made using a form

provided by the CTC and shall include all known information about each alleged act of misconduct by the employee. The report shall contain the name and current address of the certificated employee, name of the district, last school or district assignment, an explanation of the allegation of misconduct or pending allegation of misconduct, current contact information for all persons who may have information relating to the alleged misconduct, and any and all documentation related to the case. (Education Code 44030.5; 5 CCR 80303)

Upon a change in employment status as a result of alleged misconduct or while an allegation of misconduct is pending, the Superintendent shall, in writing, inform the employee of the contents of 5 CCR 80303. (5 CCR 80303)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

#### Additional Reports of Employee Misconduct

The Superintendent or designee shall submit a report to the CTC, using a form provided by the CTC and attaching all relevant documents, whenever:

1. An employee, by complaint, information, or indictment filed in court, is charged with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940. (Education Code 44242.5, 44940, 44940.5)

Not later than 10 days after receipt of such a complaint, information, or indictment regarding an employee, the Superintendent or designee shall forward a copy of the received documents to the CTC. In addition, he/she shall report to the CTC any action taken in connection with extending the employee's mandatory leave beyond the initial period. (Education Code 44940, 44940.5)

If the offense results in a change in employment status, the Superintendent shall submit an employment status report in addition to the report of the mandatory leave of absence offense.

2. An employee refuses, without good cause, to fulfill a valid employment contract, or departs from district service without the consent of the Superintendent or Governing Board. (Education Code 44242.5, 44420)

As appropriate, the Superintendent or designee also shall notify the CTC of any of the following:

1. A complaint filed with the district regarding a certificated employee's alleged sexual misconduct (Education Code 44242.5)

The notice to the CTC shall contain all of the following information: (5 CCR 80304)

- a. Name of the employee alleged to have engaged in the sexual misconduct
- b. Name, age, and address of each victim of the alleged sexual misconduct
- c. A summary of all information known to the district regarding the alleged sexual misconduct
- d. A summary of the action, if any, taken at the district level in response to the complaint of sexual misconduct

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5145.7 - Sexual Harassment)

2. An employee's knowing and willful use of school records of student data in connection with, or in implicit or explicit attempts to recruit a student to be a customer for, any business owned by the certificated employee or in which the certificated employee is an employee (Education Code 44242.5, 44421.1)

(cf. 5125 - Student Records)

3. An employee's knowing and willful reporting of false fiscal expenditure data relative to the conduct of any educational program (Education Code 44242.5, 44421.5)

4. An employee's subversion or attempt to subvert any licensing examination or the administration of an examination (Education Code 44242.5, 44439)

**Legal Reference:**

**EDUCATION CODE**

44009 Conviction of specified crimes

44010 Sex offense, definitions

44011 Controlled substance offense, definitions

44030.5 Employment status reports

44225 Powers and duties of the CTC

44242.5 Reports and review of alleged misconduct

44420-44440 Adverse actions by CTC against credential holder

44932 Causes for dismissal

44940 Sex offenses and narcotic offenses; compulsory leave of absence

44940.5 Compulsory leave of absence

44955-44958 Reduction in force

**CODE OF REGULATIONS, TITLE 5**

80303 Reports of change in employment status, alleged misconduct

80304 Notice of sexual misconduct

**Management Resources:**

**COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS**

**California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2013**

**WEB SITES**

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

**Commission on Teacher Credentialing: <http://www.ctc.ca.gov>**

**Regulation  
approved: November 19, 2014**

**CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California**

# CSBA Sample Board Policy

Students

BP 5123(a)

## PROMOTION/ACCELERATION/RETENTION

Note: Education Code 48070 and 48070.5 **mandate** that the Governing Board adopt a policy, at a public meeting, regarding the promotion and retention of students, including, but not limited to, promotion and retention at specified grade levels and with specified provisions.

The Governing Board expects students to progress through each grade level within one school year. Toward this end, instruction shall be designed to accommodate the variety of ways that students learn and provide strategies for addressing academic deficiencies as needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

*(cf. 6011 - Academic Standards)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*

*(cf. 6170.1 - Transitional Kindergarten)*

When high academic achievement is evident, the teacher may recommend a student for acceleration to a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

Note: Education Code 48070.5 **mandates** that the Board's policy provide for the identification of students who should be retained and who are at risk of being retained at the end of grades 2, 3, 4, the intermediate grades (usually grade 6), and the middle school grades (usually grade 8). Items #1-5 below should be revised to reflect the grade levels offered by the district. If the Board chooses to expand these requirements to cover other grade levels, the following list should be revised accordingly.

Education Code 48070.5 further **mandates** that the Board's policy provide for students to be identified as early in the school year, and as early in their school careers, as practicable.

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5

**PROMOTION/ACCELERATION/RETENTION** (continued)

Note: If all the schools in the district are configured in the same manner, the district may specify the actual grade levels in items #4 and 5 below (e.g., between grades 6 and 7, between grades 8 and 9).

4. Between the end of the intermediate grades and the beginning of the middle school grades
5. Between the end of the middle school grades and the beginning of the high school grades

Note: Education Code 48070.5 **mandates** that the district's policy establish the basis for identifying students who should be retained and who are at risk of being retained. If a student performs below the minimum standard based on indicators established by the district, the student shall be retained, unless the teacher determines that retention is not the appropriate intervention for the student's academic deficiencies; see the accompanying administrative regulation.

Pursuant to Education Code 48070.5, the district may use either of the following: (1) the student's grades and other indicators of academic achievement designated by the district (Option 1 below) or (2) the results of state assessments administered pursuant to Education Code 60640-60649 and minimum levels of proficiency recommended by the State Board of Education (SBE) (Option 2 below). With regards to **special education** students **with special needs**, the determination as to the appropriate standards for promotion or retention should be made as part of the **IEP individualized education program** process; see BP/AR 6159 - Individualized Education Program.

Education Code 48070.5 provides that, when a district chooses to identify students on the basis of grades pursuant to Option 1, the Board shall also designate other indicators of academic achievement that will be used. These other indicators of achievement (e.g., state or district assessments, portfolios, attendance) should be specified in the blanks provided below.

**OPTION 1:** Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic achievement:

- \* A combination of classroom, school, district, and/or state (when applicable) assessments, and supporting evidence of student's progress within grade level standards.

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

Note: According to the California Department of Education's (CDE) "FAQs Pupil Promotion and Retention," student results from the California Assessment of Student Performance and Progress may be included as indicators of academic achievement for the purpose of identifying students for promotion or retention as provided in Option 2 below, but should not be the only criterion until minimum performance levels for this purpose have been established by CDE. Other indicators of achievement (e.g., grades, district assessments, portfolios, attendance) should be specified in the blanks provided below.

**PROMOTION/ACCELERATION/RETENTION (continued)**

~~**OPTION 2:** Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by the results of state assessments administered pursuant to Education Code 60640-60649 and the following additional indicators of academic achievement:~~

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*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - State Academic Achievement Tests)*

Note: The remainder of this policy is for use by all districts.

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

*(cf. 6142.91 - Reading/Language Arts Instruction)*  
*(cf. 6142.92 - Mathematics Instruction)*

Note: Education Code 48070.5 **mandates** that the district's policy specify the teacher(s) responsible for the promotion/retention decision in cases where the student does not have a single regular classroom teacher. The following paragraph should be revised to indicate the specific teacher(s) who will be responsible (e.g., teachers responsible for core subjects).

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

Note: Education Code 48070.5 **mandates** that the district's policy include a process by which the teacher's decision to promote or retain a student may be appealed; see the accompanying administrative regulation.

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

Note: ~~Education Code 37252.2 requires districts to provide supplemental instruction to students in grades 2-9 who have been retained or recommended for retention. Education Code 37252.8 authorizes, but not does require, districts to provide supplemental instruction to students in grades 2-6 who have been identified as at risk of retention.~~ Pursuant to Education Code 48070.5, the Board must adopt policy indicating the manner in which **supplemental instruction for these purposes will be provided to students who are recommended for retention or are identified as being at risk for retention.** See BP 6179 - Supplemental Instruction for language fulfilling this mandate.

**PROMOTION/ACCELERATION/RETENTION (continued)**

When any student in grades 2-9 is ~~retained or~~ recommended for retention **or is identified as being at risk for retention**, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. ~~The Superintendent or designee also may offer supplemental instruction to a student in grades 2-6 who is identified as being at risk for retention.~~ (Education Code ~~37252.2, 37252.8,~~ 48070.5)

(cf. 6176 - Weekend/Saturday Classes)  
(cf. 6177 - Summer Learning Programs)  
(cf. 6179 - Supplemental Instruction)

*Legal Reference:*

EDUCATION CODE

~~37252-37254.1~~ Supplemental instruction

46300 Method of computing average daily attendance

48010 Admittance to first grade

48011 Promotion/retention following one year of kindergarten

48070-48070.5 Promotion and retention

56345 Elements of individualized education ~~plan~~ program

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

200-202 Admission and exclusion of students

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs Promotion, Retention, and Grading (students with disabilities)

FAQs Pupil Promotion and Retention

Kindergarten Continuance Form

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

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# **Center Unified SD**

## **Board Policy**

### **Promotion/Acceleration/Retention**

BP 5123

#### **Students**

The Governing Board expects students to progress through each grade level within one school year. Toward this end, instruction shall be designed to accommodate the variety of ways that students learn and provide strategies for addressing academic deficiencies as needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

(cf. 6170.1 - Transitional Kindergarten)

When high academic achievement is evident, the teacher may recommend a student for acceleration to a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5
4. Between the end of the intermediate grades and the beginning of the middle school grades
5. Between the end of the middle school grades and the beginning of the high school grades

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic

achievement:

\* A combination of classroom, school, district, and/or state (when applicable) assessments, and supporting evidence of student's progress within grade level standards.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5149 - At-Risk Students)

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

When any student in grades 2-9 is retained or recommended for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. The Superintendent or designee also may offer supplemental instruction to a student in grades 2-6 who is identified as being at risk for retention. (Education Code 37252.2, 37252.8, 48070.5)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

(cf. 6179 - Supplemental Instruction)

Legal Reference:

EDUCATION CODE

37252-37254.1 Supplemental instruction

41505-41508 Pupil Retention Block Grant

46300 Method of computing average daily attendance

48010 Admittance to first grade

48011 Promotion/retention following one year of kindergarten

48070-48070.5 Promotion and retention

56345 Elements of individualized education plan

60640-60649 California Assessment of Student Performance and Progress

60850-60859 Exit examination  
CODE OF REGULATIONS, TITLE 5  
200-202 Admission and exclusion of students

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

FAQs Promotion, Retention, and Grading (students with disabilities)

FAQs Pupil Promotion and Retention

Kindergarten Continuance Form

**WEB SITES**

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

California Department of Education: <http://www.cde.ca.gov>

Policy  
adopted: March 16, 2016

CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California

# CSBA Sample Board Policy

Students

BP 5136(a)

## GANGS

Note: The following optional policy and regulation may be used as a component of a the district's comprehensive district safety plan and should be revised to reflect district circumstances-practice. See BP/AR 0450 - Comprehensive Safety Plan.

The National Gang Center, in its publication Gangs in Schools, recommends adopting policy that addresses gang-related incidents.

The Governing Board desires to keep district schools free from the threats or harmful influence of any groups or gangs which who exhibit drug use, violence or disruptive behavior disruptive to the school environment and/or the safety and well-being of students. The Board additionally desires to provide support and intervention to students who are members of gangs to enable them to successfully disengage from gang involvement and be successful in school. The Superintendent or designee shall take steps to deter gang intimidation of students and staff and confrontations between members of different gangs. He/she shall exchange information and establish mutually supportive efforts with local law enforcement authorities.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 3513.4 - Drug and Alcohol Free Schools)*  
*(cf. 5131.4 - Student Disturbances)*  
*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5131.7 - Weapons and Dangerous Instruments)*  
*(cf. 5137 - Positive School Climate)*

Note: Education Code 51265 urges districts to give high priority to inservice programs on gang violence and substance abuse prevention education.

The Superintendent or designee shall provide inservice training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources.

Note: The following paragraph is based on the Los Angeles Police Department's "Why Young People Join Gangs," available on its web site.

The Board realizes that students become involved in gangs for many reasons, such as peer pressure, the need for a sense of belonging, and lack of refusal skills. The Superintendent or designee shall develop strategies for gang prevention that address the reasons that students may become involved in gangs, including the identity, recognition, or status achieved as being part of a gang, protection from gang violence in the community, the need for companionship and an extended family, intimidation to join a gang, desire to

## GANGS (continued)

**join a gang to be in a position to intimidate others, and/or connection with criminal activity.**

**Note: The following paragraph reflects recommendations in the National Gang Center's Strategic Planning Tool and Gangs in Schools, both available on its web site.**

~~Age appropriate gang violence prevention education shall start with students in the early elementary grades and may start in kindergarten.~~ **Gang violence prevention shall start as early as possible and include, but not be limited to, age-appropriate education that focuses on developing emotional and social competence, increasing prosocial peer bonds, strengthening attachment and commitment to school, and enhancing cooperative learning skills. Prevention shall also include improving parent/guardian involvement in and support for their children's academic progress, as well as ongoing gang awareness education for parents/guardians, including gang identifiers.**

*(cf. 5020 - Parent Involvement)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

**The Superintendent or designee shall take steps to deter gang activity on school campuses, including threats and intimidation of students and staff, recruitment or intimidation of students to join gangs, bullying, fighting, criminal activities, and confrontations between members of different gangs.**

*(cf. 5131.2 - Bullying)*

**Note: Education Code 35183 authorizes the Governing Board to approve a site-initiated plan that prohibits the school's students from wearing gang-related apparel. The definition of "gang-related apparel" must be limited to apparel that reasonably could be determined to threaten the health and safety of the school environment, and the Board's approval must be based on a determination the policy is necessary for the health and safety of the school environment. In Marvin H. Jeglin et al v. San Jacinto Unified School District et al, a federal district court held that in order to justify a gang-related dress code, there must be evidence of a gang presence at a school and actual or threatened disruption or material interference with school activity. Education Code 32282 specifies that for the purpose of establishing a schoolwide dress code, gang-related apparel shall not be considered a protected form of speech pursuant to Education Code 48950. For further information, see BP/AR 5132 - Dress and Grooming.**

~~To further discourage the influence of gangs,~~ **The Superintendent or designee shall ensure that school rules of conduct and any school dress code prohibiting gang-related apparel are enforced consistently. If a student exhibits signs of gang affiliation, staff shall so inform the principal or designee and the student's parent/guardian.**

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5132 - Dress and Grooming)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

**GANGS (continued)**

Note: Education Code 51265 urges districts to give high priority to in-service **training** programs on gang violence and substance abuse prevention education.

The Superintendent or designee shall provide in-service training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources. **The Superintendent or designee shall also provide staff development on social and emotional learning, classroom management, interactive teaching, and cooperative learning skills.**

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**The Superintendent or designee may consider gang activity prevention and intervention when developing programs outside of the school day.**

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Preschool/Early Childhood Education)*

*(cf. 5148.3 - Before/After School Programs)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

**The Superintendent or designee shall collaborate with child welfare services, mental health agencies, social services, and local law enforcement authorities in the prevention and intervention of gang activity.**

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*Legal Reference: (see next page)*

**GANGS (continued)**

*Legal Reference:*

EDUCATION CODE

32282 *School safety plans*

35183 *Gang-related apparel*

48907 *Student exercise of free expression*

**48950 *Student freedom of speech***

51264 *Educational inservice training; CDE guidelines*

51265 *Gang violence and drug and alcohol abuse prevention inservice training*

51266-51266.5 *Model gang and substance abuse prevention curriculum*

PENAL CODE

186.22 *Participation in criminal street gang*

13826-13826.7 *Gang violence suppression*

UNITED STATES CODE, TITLE 20

7101-7122 *Student Support and Academic Enrichment Grants*

*Management Resources:*

**LOS ANGELES POLICE DEPARTMENT PUBLICATIONS**

*Why Young People Join Gangs*

**NATIONAL GANG CENTER PUBLICATIONS**

*Strategic Planning Tool*

*Gangs in Schools, March 2019*

*Parents' Guide to Gangs, July 2015*

**WEB SITES**

*California Cities Gang Prevention Network: <http://www.ccgpn.org>*

*California Department of Education: <https://www.cde.ca.gov/ls/ss/sa>*

*Gang Resistance Education and Training: <https://www.great-online.org/GREAT-Home>*

*Los Angeles Police Department, Gangs:*

*[http://www.lapdonline.org/get\\_informed/content\\_basic\\_view/1396](http://www.lapdonline.org/get_informed/content_basic_view/1396)*

*Homeboy Industries: <https://homeboyindustries.org>*

*National Gang Center: <https://www.nationalgangcenter.gov>*

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# **Center Unified SD**

## **Board Policy**

### **Gangs**

BP 5136

#### **Students**

The Governing Board desires to keep district schools and students free from the threats or harmful influence of any groups or gangs which advocate drug use, violence, or disruptive behavior. The principal or designee shall maintain continual, visible supervision of school premises so as to deter gang intimidation of students and confrontations between members of different gangs.

(cf. 5131.4 - Campus Disturbances)

The Superintendent or designee shall establish open lines of communication with local law enforcement authorities so as to share information and provide mutual support in this effort.

The Superintendent or designee shall provide inservice training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources which may help our students.

#### **Prevention Education**

The Board realizes that many students become involved in gangs without understanding the consequences of gang membership. Gang violence prevention education shall start with students in the early elementary grades and may start in kindergarten.

#### **Gang Symbols**

The Board prohibits the presence of any apparel, jewelry, accessory, notebook or manner of grooming which, by virtue of its color, arrangement, trademark or any other attribute, denotes membership in gangs which advocate drug use, violence, or disruptive behavior. This policy shall be applied at the principal's discretion, after consultation with the Superintendent, as the need for it arises at individual school sites.

(cf. 6145.5 - Organizations/Associations)

**Legal Reference:**

**EDUCATION CODE**

**41510-41514 School Safety Consolidated Competitive Grant**

**51264 Educational inservice training; CDE guidelines**

**51265 Gang violence and drug and alcohol abuse prevention inservice training**

**PENAL CODE**

**186.22 Participation in criminal street gang**

**13826-13826.7 Gang violence suppression**

**UNITED STATES CODE, TITLE 20**

**7101-7184 Safe and Drug-Free Schools and Communities Act**

**Policy**  
**adopted: April 10, 1991**  
**revised: June 19, 1996**

**CENTER UNIFIED SCHOOL DISTRICT**  
**Antelope, California**

# CSBA Sample Administrative Regulation

Students

AR 5136(a)

GANGS

Note: The following **optional** administrative regulation may be revised to reflect district practice.

## Prevention, ~~and~~ Intervention, and Suppression Measures

Note: The following **optional** administrative regulation may be revised to reflect district practice.

Districts may consider utilizing the Gang Resistance Education and Training Program (G.R.E.A.T.) for students in grades 4-7. Taught by local law enforcement, the program is designed to create stronger bonds with students and their communities and has a family component aimed at strengthening the resiliency of individual families susceptible to gang influences.

The Superintendent or designee shall become informed of the gang history in the district and community, conduct assessments of current gang activity at the school sites, and document and follow up on gang-related incidents.

In order to discourage the influence of gangs, school staff shall take the following measures shall be implemented:

1. Any student **suspected of gang affiliation based on the displaying of behavior, gestures, apparel, or paraphernalia indicative of gang affiliation** shall be referred to the principal or designee, **and the following actions taken, as appropriate:-**
    - a. The student's parent/guardian shall be contacted and may be asked to meet with school staff **in order to proactively address the concern and be included as part of the solution.**
    - b. The student may be sent home to change clothes if necessary.
- (cf. 5132 - Dress and Grooming)*
- c. **The student's behaviors and progress in school shall be documented, including attendance and grades.**

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

*(cf. 5113.11 - Attendance Supervision)*

*(cf. 5113.12 - District School Attendance Review Board)*

*(cf. 6164.2 - Guidance/Counseling Services)*

## GANGS (continued)

- d. **Intervention techniques such as mentoring, academic support, and a system of wraparound support service shall be implemented to help the student disengage from gang involvement.**
- e. **Consistent and graduated discipline and accountability shall be implemented when appropriate and combined with positive support using conflict-resolution strategies and other restorative justice practices demonstrated to be effective with gang-involved youth.**

~~2. Staff members shall be provided with the names of known gang members.~~

~~3.~~

- f. ~~Students who seek~~ **Students shall be offered** help in rejecting gang associations, **including possible referral** ~~may be referred~~ to community-based gang suppression and prevention organizations.
- g. **Law enforcement shall be notified if the student is suspected of being involved in gangs.**

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

~~4.2.~~ Any ~~gang~~ graffiti on school premises shall be removed, washed down, or painted over as soon as discovered. Graffiti shall be **documented and** photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders. **This information can also be used to determine whether a threat or incident is imminent.**

~~a. Daily checks for graffiti shall be made throughout the campus.~~

~~b. Graffiti shall be photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders.~~

*(cf. 3515 - Campus Security)*

*(cf. 5131.5 - Vandalism and Graffiti)*

~~5.3.~~ Classroom and after-school programs **may include gang prevention lessons that are taught jointly by teachers, counselors, law enforcement, and/or other organizations that are knowledgeable about gang prevention and at each school shall may: be designed to enhance individual self esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of constructive activities. These programs shall also:**

**GANGS (continued)**

- a. Provide social and emotional learning** designed to enhance individual self-esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of constructive activities
- a.b.** Explain the dangers of gang membership
- ~~**b.c.** Provide counseling for targeted at-risk students~~
- ~~**e-d c.** Include lessons or role-playing workshops in gang avoidance skills and nonviolent conflict resolution, including communication skills, **anti-bullying**, anger management, **acceptance ethnic/cultural tolerance**, and mediation skills~~

*(cf. 5131.2 - Bullying)*

- ~~**d.e d.** Assign individual gang members to cooperative learning groups in which they may work toward common goals with students who are not members of their gang~~
- ~~**e.f e.** Provide school-to-career instruction~~
- ~~**f.g f.** Provide positive interaction with local law enforcement staff~~

*(cf. 5137 - Positive School Climate)*

~~Gang prevention lessons may be taught jointly by teachers and law enforcement staff.~~

- 6.4.** Staff shall actively promote membership in authorized **school clubs and** student organizations, sports and cultural activities and affiliations with the local community, and community service projects which can provide students companionship, safety, and a sense of purpose and belonging, ~~including:~~
  - ~~**a.** Positive sports and cultural activities and affiliations with the local community~~

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6142.4 - Service Learning/Community Service Classes)*

*(cf. 6145.2 - Athletic Competition)*

- ~~**b.** Structured, goal-oriented community service projects~~

*(cf. 6142.4 - Service Learning/Community Service Classes)*

**Parent/Guardian and Community Outreach**

<p>Note: The following optional section may be revised to reflect district practice is offered for districts that wish to provide gang education programs for parents/guardians or the community.</p>
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**GANGS (continued)**

**The Superintendent or designee may offer gGang prevention classes or counseling offered for parents/guardians which may shall address the following topics:**

- 1. The reasons students join gangs**
- ~~1.2.~~ **The dangers and consequences of gang membership**
- ~~2.3.~~ **Warning signs which may indicate that children students are at risk of becoming involved with gangs, including the use of social media for gang communication and promotion**
- ~~3.4.~~ **The nature of local gang apparel and graffiti**
- ~~4.5.~~ **Effective parenting techniques and planning family time**
- ~~5.6.~~ **Conflict resolution techniques**

**In addition, the Superintendent or designee may offer cCommunity programs shall that address: ~~1. The~~ scope and nature of local gang problems and ~~2. Strategies~~ by which each segment of the community may alleviate gang problems.**

# **Center Unified SD**

## **Administrative Regulation**

### **Gangs**

AR 5136

**Students**

At the principal's discretion, staff may use the following techniques to discourage the influence of gangs:

1. Any student wearing or carrying overt gang paraphernalia or making gestures that symbolize gang membership shall be referred to the principal or designee. The student's parent/guardian shall be contacted and the student sent home to change clothes if necessary.
2. Any gang graffiti on school premises shall be quietly removed, washed down or painted over as soon as discovered.
  - a. Daily checks for graffiti shall be made throughout the campus, including restroom walls and doors.
  - b. Graffiti shall be photographed before it is removed. These photographs will be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders.
3. Classroom and after-school programs at each school shall be designed to enhance individual self-esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of wholesome activities.
4. Staff shall actively promote membership in authorized student organizations which can provide students companionship, safety, and a sense of purpose and belonging.

### **Gang Prevention Education**

Gang prevention instruction offered in the schools shall:

1. Explain the dangers of gang membership.
2. Include lessons or role-playing workshops in nonviolent conflict resolution and gang avoidance skills.
3. Promote constructive activities available in the community.
4. Involve students in structured, goal-oriented community service projects.

5. Encourage positive school behavior.

Gang prevention lessons may be taught jointly by teachers and law enforcement staff.

#### Community Outreach

Gang prevention classes or counseling offered for parents/guardians shall address the following topics:

1. The dangers of gang membership.
2. The nature of local gang apparel and graffiti.
3. Ways to deal effectively with one's children.
4. Warning signs which may indicate that children are at risk of becoming involved with gangs.

Community programs offered for staff, parents/guardians, churches, city officials, business leaders and the media shall address:

1. The scope and nature of local gang problems.
2. Ways that each segment of the community can help to alleviate these problems.

#### Intervention Measures

Staff shall make every effort to assimilate gang-oriented students into the academic, extracurricular and social mainstream and into work experience programs. To this end:

1. Staff members shall be provided with the names of known gang members.
2. Insofar as possible, classroom teachers shall assign individual gang-oriented students to cooperative learning groups in which they may work toward common goals with students who are not members of their gang.
3. Students who seek help in rejecting gang associations may be referred to community-based gang suppression and prevention organizations.

# CSBA Sample Board Policy

Instruction

BP 6142.2(a)

## WORLD/FOREIGN LANGUAGE INSTRUCTION

Note: The following **optional** policy may be revised to reflect district practice.

**Education Code 51220 requires districts that serve students in grades 7-12 to offer courses in world languages. In January 2019, the State Board of Education adopted revised content standards and proficiency levels for world languages. The 2003 Foreign Language Framework for California Public Schools does not reflect current content standards and is scheduled to be updated in May 2020.**

**The following policy may be revised by districts that do not maintain any of grades 7-12. Districts that do not maintain secondary schools may adapt this policy to reflect any elementary school K-6 programs designed to develop student's literacy in a language other than English. Education Code 51212 states legislative intent to encourage programs of world language (foreign language) instruction as early as feasible for the district.**

In order to prepare students for global citizenship and to broaden their intercultural understanding and career opportunities, the Governing Board shall provide students with opportunities to develop ~~linguistic proficiency~~ **communicative** and cultural **proficiency and** literacy in one or more world languages ~~in addition to English.~~

Note: ~~The California Department of Education's (CDE) Foreign Language Framework for California Public Schools encourages districts to offer as many language course options as possible. Within the context of the CDE's framework,~~ The following paragraph may be revised to reflect language courses available in the district. **The revised state content standards acknowledge the need for the study of a wide variety of languages, and recognize American Sign Language as a foreign world language.**

~~The following paragraph may be revised to reflect language courses available in the district.~~

The Superintendent or designee shall recommend **a variety of** world languages to be taught in the district's educational program based on student interest, community needs, and available resources. ~~He/she shall also consider providing English learners the opportunity to study their heritage language, when such a course is available, in order to continue developing skills in that language.~~

**For any program designed to provide students with instruction in a language other than English to a degree sufficient to produce proficiency in that language, the Superintendent or designee shall establish a process for schools to receive and respond to input from parents/guardians and other stakeholders regarding the non-English language in which instruction will be provided. (5 CCR 11300, 11312)**

**If American Sign Language courses are offered, they shall be open to all students regardless of hearing status.**

*(cf. 6174—Education for English Learners)*

**WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)**

~~Note: On January 7, 2009, the State Board of Education (SBE) adopted voluntary content standards for world languages for grades K-12; see the accompanying administrative regulation. Education Code 60605.5, as added by AB 2290 (Ch. 643, Statutes of 2016), requires the Superintendent of Public Instruction to recommend revisions to the standards and requires the SBE to adopt, reject, or modify the recommended revisions by March 31, 2019. The 2003 Foreign Language Framework for California Public Schools does not reflect current content standards and is scheduled to be updated in 2020.~~

~~In addition, Education Code 51228 requires districts to offer students in grades 7-12 a course of study that fulfills the requirements and prerequisites for admission to California colleges and universities; see BP 6143 - Courses of Study. Admissions criteria for California State University and University of California include two years of coursework in one foreign language other than English that has been approved by the University of California. "Frequently Asked Questions" in the University of California's A-G Policy Resource Guide, available on its web site, clarify that American Sign Language may be used to fulfill the requirement if used with a language other than English, but signing in English will not satisfy the requirement. The following paragraph may be revised by districts that do not maintain any of grades 7-12.~~

The district shall offer a sequential curriculum aligned with the state content standards, state curriculum framework, and, as applicable, California university admission requirements for languages other than English.

*(cf. 6011 - Academic Standards)*

*(cf. 6141 - Curriculum Development and Evaluation)*

~~Note: The following paragraph is for use by districts that maintain any of grades 7-12 and may be revised to reflect the grade levels at which instruction in world languages will be offered in the district. Education Code 51220 requires that the adopted course of study for grades 7-12, beginning no later than grade 7, include instruction in world languages designed to develop a facility for understanding, speaking, reading, and writing the particular language; see AR 6143 - Courses of Study.~~

Instruction in world languages shall be offered to secondary school students beginning no later than grade 7 and shall be designed to develop students' skills in understanding, speaking, reading, and writing the language. (Education Code 51220)

*(cf. 6143 - Courses of Study)*

~~Note: The following optional paragraph is for use by districts that maintain one or more high schools. Education Code 51225.3 requires high school students to complete a one-year course in either foreign language, American Sign Language, or visual and performing arts as a condition of high school graduation; see BP 6146.1 - High School Graduation Requirements. Pursuant to Education Code 51243-51245 and 5 CCR 1632, foreign language instruction completed in a private school must be granted credit toward high school graduation provided that the instruction meets specified standards and conditions; see BP/AR 6146.11 - Alternative Credits Toward Graduation.~~

~~A number of districts have chosen to present a biliteracy award upon high school graduation to students who demonstrate proficiency in speaking, reading, and writing skills in one or more languages in addition to English; see BP/AR 5126 - Awards for Achievement.~~

**WORLD/FOREIGN LANGUAGE INSTRUCTION** (continued)

~~Students shall obtain credit toward high school graduation requirements for completion of a one-year course in a world language or American Sign Language during grades 9-12.~~

~~(cf. 5126—Awards for Achievement)~~

~~(cf. 6146.1—High School Graduation Requirements)~~

~~(cf. 6146.11—Alternative Credits Toward Graduation)~~

~~Note: The following optional paragraph is for use by districts that choose to offer a dual language immersion program and may be revised to reflect district practice. Effective July 1, 2017, Proposition 58 (November 2016) amended Education Code 305.310 and repealed Education Code 311 to authorize parents/guardians of English learners to select a language acquisition program that best suits their child. Districts must offer a structured English immersion program in which nearly all of the instruction is in English, and may offer dual language immersion programs or other language acquisition programs. Also see BP/AR 6174—Education for English Learners. The CDE and the The Center for Applied Linguistics notes that dual language immersion programs are often focused on the primary grades and that such programs may continue for five to seven years but optimally throughout grades K-12.; aAlso see the accompanying administrative regulation.~~

~~For further information and recommendations regarding dual language immersion programs, see CSBA's governance brief English Learners in Focus, Issue 2: The Promise of Two Way Immersion Programs.~~

~~The district may establish a dual language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. (Education Code 305.306)~~

~~Note: Pursuant to Education Code 60119, as a condition of receiving funds for instructional materials from any state source, the Governing Board is required to hold a public hearing to determine, **through a resolution**, whether each student in the district has sufficient textbooks and/or instructional materials in specified subjects, including **foreign world** language, that are aligned to the state content standards or curriculum frameworks; see BP 6161.1 - Selection and Evaluation of Instructional Materials.~~

The Board shall ensure that students have access to high-quality instructional materials in world languages. In accordance with Board policy, teachers shall be encouraged to identify and use supplemental resources, such as literature, technology, newspapers and other media, dictionaries, and volunteers from the community to enhance the world language instructional program.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6163.1- Library Media Centers)*

The Superintendent or designee shall provide professional development as necessary to ensure that teachers of world languages have the knowledge and skills they need to implement an effective instructional program that helps students attain academic standards, **including communicative and cultural proficiency and understanding.**

**WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)**

*(cf. 4131 - Staff Development)*

Note: The following **optional** paragraph is for use by districts that maintain one or more high schools. Education Code 51225.3 requires high school students to complete a one-year course in either **foreign world language, which includes** American Sign Language, or visual and performing arts as a condition of high school graduation; see BP 6146.1 - High School Graduation Requirements. Pursuant to Education Code 51243-51245 and 5 CCR 1632, **foreign world language** instruction completed in a private school must be granted credit toward high school graduation provided that the instruction meets specified standards and conditions; see BP/AR 6146.11 - Alternative Credits Toward Graduation.

~~A number of districts have chosen to present a biliteracy award upon high school graduation to students who demonstrate proficiency in speaking, reading, and writing skills in one or more languages in addition to English; see BP/AR 5126 - Awards for Achievement.~~

Students shall obtain credit toward high school graduation requirements for ~~completion of completing one year of a one-year course in~~ a world language or American Sign Language course during grades 9-12.

*(cf. 5126 - Awards for Achievement)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

Note: A number of districts have chosen to present a biliteracy award upon high school graduation to students who demonstrate **a high level of proficiency** in speaking, reading, and writing skills in one or more languages in addition to English. **The California Spanish Assessment, which is part of the California Assessment of Student Performance and Progress, can be used to measure a student's competency in the Spanish language and is suitable for assessing qualifications for the State Seal of Biliteracy. See the California Department of Education's California Spanish Assessment Fact Sheet.** Also see BP/AR 5126 - Awards for Achievement.

**The district shall determine appropriate measures to assess student proficiency in world languages offered by district schools. Students who have attained a high level of proficiency may receive recognition for their achievement, including the State Seal of Biliteracy for students graduating from high school.**

*(cf. 5126 - Awards for Achievement)*

Note: The following **optional** paragraph should be revised to reflect indicators agreed upon by the Board and Superintendent for evaluating the district's world/foreign languages instructional program.

The Superintendent or designee shall provide periodic reports to the Board regarding the effectiveness of the district's world language program which may include, but not be limited to, **whether the district's world language program is serving the grade levels required by law**, a description of the district's curriculum and the extent to which it is aligned with the state's content standards and curriculum framework, student achievement of district standards

## **WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)**

for world language instruction, and student participation rates in each language course. Program evaluation shall be used to identify needed improvements and may be considered in determining the world languages to be taught in the district.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

### *Legal Reference:*

#### EDUCATION CODE

300-310 Education for English learners

42238.02 Local control funding formula; class size requirements

44253.1-44253.11 Qualifications of teachers of English learners

44256-44257 Credential requirements, including teachers of **foreign world language**

48980 Parental notifications

51212 Legislative intent to encourage **foreign world language** instruction in grades 1-6

51220 Courses of study, grades 7-12

51225.3 High school graduation requirements

51243-51245 Alternative credits toward graduation for **foreign world language** instruction in private school

60119 Public hearings, instructional materials

60605.3 Content standards for world language instruction

60605.5 Revision of state standards for world language instruction

#### CODE OF REGULATIONS, TITLE 5

1632 Alternative credits toward graduation for foreign language instruction in private school

**11300-11316 Multilingual and English learner education**

### *Management Resources:*

#### CALIFORNIA SCHOOL BOARDS ASSOCIATION CSBA PUBLICATIONS

**Proposition 58 Regulations, Fact Sheet, August 2018**

**English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018**

**English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014**

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

**Two-Way Language Immersion Program Multilingual FAQ**

**World Languages Framework for California Public Schools, Kindergarten Through Grade Twelve**

**California Spanish Assessment Fact Sheet, March 2019**

**World Languages ~~Content~~ Standards for California Public Schools, Kindergarten Through Grade Twelve, adopted January 7, 2009 2019**

**California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2017**

**Foreign Language Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003**

#### CENTER FOR APPLIED LINGUISTICS PUBLICATIONS

**Guiding Principles for Dual Language Education, Second Edition, 2007**

*Management Resources continued: (see next page)*

**WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)**

*Management Resources: (continued)*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

*CL-622 Serving English Learners*

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

*21st Century Skills Map: World Languages, January 2011*

UNIVERSITY OF CALIFORNIA PUBLICATIONS

A-G Policy Resource Guide

WEB SITES

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

American Council on the Teaching of Foreign Languages: <http://www.actfl.org>

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education, *Foreign World Languages*: <http://www.cde.ca.gov/ci/fl>

California Language Teachers' Association: <http://www.clta.net>

California *Foreign World Language Project*: <http://www.stanford.edu/group/CFLP>

*California Language Teachers' Association*: <http://www.elta.net>

Center for Applied Linguistics: <http://www.cal.org>

*National Education Association, Partnership for 21st Century Skills:*  
<http://www.nea.org/home/34888.htm>

*University of California, a-g Course Approval A-G Policy Resource Guide:*  
<http://www.ucop.edu/agguide>

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# **Center Unified SD**

## **Board Policy**

### **World/Foreign Language Instruction**

BP 6142.2

#### **Instruction**

In order to prepare students for global citizenship and to broaden their intercultural understanding and career opportunities, the Governing Board shall provide students with opportunities to develop linguistic proficiency and cultural literacy in one or more world languages in addition to English.

The Superintendent or designee shall recommend world languages to be taught in the district's educational program based on student interest, community needs, and available resources. He/she shall also consider providing English learners the opportunity to study their heritage language, when such a course is available, in order to continue developing skills in that language. American Sign Language courses shall be open to all students regardless of hearing status.

(cf. 6174 - Education for English Learners)

The district shall offer a sequential curriculum aligned with the state content standards, state curriculum framework, and, as applicable, California university admission requirements for languages other than English.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

Instruction in world languages shall be offered to secondary school students beginning no later than grade 7 and shall be designed to develop students' skills in understanding, speaking, reading, and writing the language. (Education Code 51220)

(cf. 6143 - Courses of Study)

Students shall obtain credit toward high school graduation requirements for completion of a one-year course in a world language or American Sign Language during grades 9-12.

(cf. 5126 - Awards for Achievement)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

The district may establish a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and

second language proficiency, and cross-cultural understanding. (Education Code 305-306)

The Board shall ensure that students have access to high-quality instructional materials in world languages. In accordance with Board policy, teachers shall be encouraged to identify and use supplemental resources, such as literature, technology, newspapers and other media, dictionaries, and volunteers from the community to enhance the world language instructional program.

(cf. 1240 - Volunteer Assistance)  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)  
(cf. 6161.11 - Supplementary Instructional Materials)  
(cf. 6163.1- Library Media Centers)

The Superintendent or designee shall provide professional development as necessary to ensure that teachers of world languages have the knowledge and skills they need to implement an effective instructional program that helps students attain academic standards.

(cf. 4131 - Staff Development)

The Superintendent or designee shall provide periodic reports to the Board regarding the effectiveness of the district's world language program which may include, but not be limited to, a description of the district's curriculum and the extent to which it is aligned with the state's content standards and curriculum framework, student achievement of district standards for world language instruction, and student participation rates in each language course. Program evaluation shall be used to identify needed improvements and may be considered in determining the world languages to be taught in the district.

(cf. 0500 - Accountability)  
(cf. 6190 - Evaluation of the Instructional Program)

**Legal Reference:**

**EDUCATION CODE**

300310 Education for English learners  
42238.02 Local control funding formula; class size requirements  
44253.1-44253.11 Qualifications of teachers of English learners  
44256-44257 Credential requirements, including teachers of foreign language  
48980 Parental notifications  
51212 Legislative intent to encourage foreign language instruction in grades 1-6  
51220 Courses of study, grades 7-12  
51225.3 High school graduation requirements  
51243-51245 Alternative credits toward graduation for foreign language instruction in private school

60119 Public hearings, instructional materials  
60605.3 Content standards for world language instruction  
60605.5 Revision of state standards for world language instruction  
CODE OF REGULATIONS, TITLE 5  
1632 Alternative credits toward graduation for foreign language instruction in private school

**Management Resources:**

**CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS**

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Two-Way Language Immersion Program FAQ

World Language Content Standards for California Public Schools, Kindergarten Through Grade Twelve, adopted January 7, 2009

Foreign Language Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

**CENTER FOR APPLIED LINGUISTICS PUBLICATIONS**

Guiding Principles for Dual Language Education, Second Edition, 2007

**COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS**

CL-622 Serving English Learners

**UNIVERSITY OF CALIFORNIA PUBLICATIONS**

A-G Guide

**WEB SITES**

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

American Council on the Teaching of Foreign Languages: <http://www.actfl.org>

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education, Foreign Language: <http://www.cde.ca.gov/ci/fl>

California Foreign Language Project: <http://www.stanford.edu/group/CFLP>

California Language Teachers' Association: <http://www.clta.net>

Center for Applied Linguistics: <http://www.cal.org>

University of California, a-g Course Approval: <http://www.ucop.edu/agguide>

# CSBA Sample Administrative Regulation

Instruction

AR 6142.2(a)

## WORLD/FOREIGN LANGUAGE INSTRUCTION

### Content of Instruction

Note: Items #1-53 below reflect the ~~five~~ **three** categories of content standards for world languages adopted by the State Board of Education (SBE) ~~on in January 7, 2009~~ **2019**. Within each category, the state standards describe four proficiency levels ~~or performance benchmarks~~. Education Code 60605.5, as added by AB 2290 (Ch. 643, Statutes of 2016), requires the Superintendent of Public Instruction to recommend revisions to the standards and requires the SBE to adopt, reject, or modify the recommended revisions by ~~March 31, 2019~~. The revised content standards also address information literacy, technology literacy, media literacy, and emotional literacy as outlined in the National Education Association's 21st Century Skills Map.

The district may revise the following list to reflect ~~the~~ topics ~~to be~~ addressed in the district's world language program.

The district's instructional program for world languages shall be designed to help students gain knowledge about ~~new~~ language systems, **develop a cultural understanding**, and use that knowledge to communicate. Students shall receive instruction which is aligned with state academic standards appropriate to their age and stage of linguistic and cultural proficiency in the following categories:

- ~~1. Content: Students shall be presented with a wide variety of content that is age and stage appropriate and increases in complexity.~~

*(cf. 6011—Academic Standards)*

- 2.1. Communication: Students shall be taught to effectively convey and receive messages by engaging in or interpreting written, spoken, and/or signed languages, **including:**
  - a. **Language functions, which describe the purposes to which language is used in culturally appropriate real-world communication**
  - b. **The setting in which the language is used, which includes using language both within and beyond the classroom to interact in local communities and abroad**
  - c. **The structures used to convey meaning**
- 3.2. Cultures: Students shall receive instruction that allows them to ~~make connections and comparisons between language and culture~~ **interact, with competence and understanding, with those who are native to the language in a variety of real-world settings.**

**WORLD/FOREIGN LANGUAGE INSTRUCTION** (continued)

(cf. 6142.94 - History-Social Science Instruction)

4. ~~Structures: The curriculum shall address components of grammar, syntax, and language patterns appropriate to the language being taught.~~
3. **Connections: Students shall receive instruction that builds, reinforces, and expands their knowledge of other disciplines using the language to develop critical thinking and problem-solving skills, and to access and evaluate information and diverse perspectives readily or only available through the language and its cultures, in order to function in real-world, academic and career-related settings.**
5. ~~Settings: To help students comprehend meaning and use language that is culturally appropriate, students shall develop knowledge of the context or setting in which language is used, such as common daily settings, interpersonal settings, and informal and formal settings.~~

(cf. 6011 - Academic Standards)

**Dual-Language Immersion Programs**

~~Note: The following optional section is for use by districts that choose to establish a dual language immersion program integrating native English speakers and English learners in a class that is taught in both English and a second language; see the accompanying Board policy.~~

~~Effective July 1, 2017, Proposition 58 (November 2016) amended Education Code 305.310 and repealed Education Code 311 to authorize parents/guardians of English learners to select a language acquisition program that best suits their child. Districts must offer a structured English immersion program in which nearly all classroom instruction is provided in English, and may offer dual language immersion programs or other language acquisition programs. See BP/AR 6174 - Education for English Learners.~~

~~Items #1-2 below reflect program models described on the California Department of Education's (CDE) web site and may be revised to reflect district practice.~~

~~The district's dual language immersion programs may be based on either or both of the following models:~~

1. ~~A 50:50 model in which instruction is provided in the non-English target language for 50 percent of the time and in English for 50 percent of the time, throughout the duration of the program~~
2. ~~A 90:10 model in which instruction is provided in the non-English target language for 90 percent of the time and in English for 10 percent of the time during the first year of the program, decreasing the percentage of time in the non-English language in each subsequent year until there is a 50:50 balance of languages~~

**WORLD/FOREIGN LANGUAGE INSTRUCTION** (continued)

*(cf. 6174—Education for English Learners)*

Note: The following two paragraphs reflect recommendations of the CDE in its "Two-Way Language Immersion Program FAQ," available on its web site, and may be revised to reflect district practice.

Native English speakers shall generally be admitted into the program only during the first grade level at which the program is offered, and English learners during the first or second grade level at which the program is offered. Bilingual students may enter the program at any time. On a case-by-case basis, the Superintendent or designee may admit a student later in the program if he/she determines **it is determined** that the student is adequately prepared for and will benefit from the program.

Note: The following paragraph reflects the recommendation of CDE in its "Multilingual FAQ," available on its web site, and may be revised to reflect district practice.

In enrolling students for the program, the district shall strive to maintain a ratio of half native English speakers and half English learners, and such ratio shall not fall below one-third for either language group except under exceptional circumstances.

Note: The following paragraph may be deleted by districts that do not offer a dual language immersion program in any of grades K-3. Pursuant to Education Code 310, as amended by Proposition 58 (November 2016), all language acquisition programs must comply with requirements related to class size in grades K-3.

Any dual language immersion program offered in grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

*(cf. 6151—Class Size)*

Note: Teachers in a class serving one or more English learners are required to possess the qualifications described in Education Code 44253.1-44253.11 and CTC leaflet CL-622, Serving English Learners. Also see AR 4112.22—Staff Teaching English Learners.

Whenever one or more English learners are enrolled in a dual language immersion classroom, the class shall be taught by a teacher who possesses the appropriate authorization issued by the Commission on Teacher Credentialing.

*(cf. 4112.22—Staff Teaching English Learners)*

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the district's dual language immersion program and other language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

*(cf. 5145.6—Parental Notifications)*

**WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)**

~~Note: Teachers in a class serving one or more English learners are required to possess the qualifications described in Education Code 44253.1-44253.11 and CTC leaflet CL 622, Serving English Learners. Also see AR 4112.22 Staff Teaching English Learners.~~

~~Whenever one or more English learners are enrolled in a dual-language immersion classroom, the class shall be taught by a teacher who possesses the appropriate authorization issued by the Commission on Teacher Credentialing.~~

~~(cf. 4112.22 Staff Teaching English Learners)~~

**Note: Pursuant to 5 CCR 11311, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of students enrolled in the school to establish a language acquisition program other than, or in addition to, programs available at the school. When the request is for a dual-language immersion program, requests from parents/guardians of enrolled students who are native speakers of English shall be considered along with requests from parents/guardians of English learners in determining whether the threshold has been met to require district response. See AR 6174 - Education for English Learners.**

**If a school does not currently offer a dual-language immersion program but the parents/guardians of 30 or more students at the school, or 20 or more students at the same grade level, request the establishment of such a program, the district shall determine whether it is possible to offer such a program in accordance with 5 CCR 11311.**

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# **Center Unified SD**

## **Administrative Regulation**

### **World/Foreign Language Instruction**

**AR 6142.2**  
**Instruction**

#### **Content of Instruction**

The district's instructional program for world languages shall be designed to help students gain knowledge about new language systems and use that knowledge to communicate. Students shall receive instruction which is aligned with state academic standards appropriate to their age and stage of linguistic and cultural proficiency in the following categories:

1. **Content:** Students shall be presented with a wide variety of content that is age and stage appropriate and increases in complexity.

(cf. 6011 - Academic Standards)

2. **Communication:** Students shall be taught to effectively convey and receive messages by engaging in or interpreting written, spoken, and/or signed languages.

3. **Cultures:** Students shall receive instruction that allows them to make connections and comparisons between language and culture.

(cf. 6142.94 - History/Social Science Instruction)

4. **Structures:** The curriculum shall address components of grammar, syntax, and language patterns appropriate to the language being taught.

5. **Settings:** To help students comprehend meaning and use language that is culturally appropriate, students shall develop knowledge of the context or setting in which language is used, such as common daily settings, interpersonal settings, and informal and formal settings.

#### **Dual-Language Immersion Programs**

The district's dual-language immersion programs may be based on either or both of the following models:

1. A 50:50 model in which instruction is provided in the non-English target language for 50 percent of the time and in English for 50 percent of the time, throughout the duration of the program

2. A 90:10 model in which instruction is provided in the non-English target language for 90 percent of the time and in English for 10 percent of the time during the first year of the program, decreasing the percentage of time in the non-English language in each subsequent year until there is a 50:50 balance of languages

(cf. 6174 - Education for English Learners)

Native English speakers shall generally be admitted into the program only during the first grade level at which the program is offered, and English learners during the first or second grade level at which the program is offered. Bilingual students may enter the program at any time. On a case-by-case basis, the Superintendent or designee may admit a student later in the program if he/she determines that the student is adequately prepared for and will benefit from the program.

In enrolling students for the program, the district shall strive to maintain a ratio of half native English speakers and half English learners, and such ratio shall not fall below one-third for either language group except under exceptional circumstances.

Any dual-language immersion program offered in grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the district's dual-language immersion program and other language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 - Parental Notifications)

Whenever one or more English learners are enrolled in a dual-language immersion classroom, the class shall be taught by a teacher who possesses the appropriate authorization issued by the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

# 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 state and federal law regarding nondiscrimination (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 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 the student's** 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 the student's** gender identity, irrespective of the gender listed on the student's records, **and** for which **he/she the student** 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. 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. A student survey is one indicator 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 initiates practice 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 f~~Free online courses are available through ~~its~~ CIF's 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)*

**ATHLETIC COMPETITION** (continued)

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 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 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~~ **the student** 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~~ **the student** 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~~ **student** sustained a concussion or a head injury, the ~~athlete~~ **student** 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 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 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 CIF, the student and ~~his/her~~ parent/guardian shall, prior to 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: Education Code 33479.6 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 **are** available through its **CIF's** 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 and CIF bylaws provide for a student's removal from participation in an athletic activity if ~~he/she~~ **the student** passes out or faints. As defined by Education Code 33479.1, 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~~ **the student** 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~~ **a student who** 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~~ **the student** 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~~ **the student** 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. **See BP/AR 5141 - Health Care and Emergencies for requirements related to employee notifications and the proper use and maintenance of AEDs.**

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 **and their parents/guardians**. This section should be revised to reflect district practice.

Before a student participates in **practice or competition as part of** interscholastic athletic activities, the Superintendent or designee shall, in addition to providing ~~his/her the students~~ **and their** parents/guardians with ~~information on the signs and symptoms of concussions and sudden cardiac arrest as the notices~~ described above, send a notice to the ~~student's~~ **students and their** 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 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 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~~ in skill level and to undertake more difficult tasks. According to the court, a coach could be found liable only when ~~he/she~~ **the coach** 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.

**ATHLETIC COMPETITION** (continued)

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)*

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, to 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 for engag~~ing~~, or attempt~~ing~~ 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 CIF league rules

Note: Pursuant to Education Code 49033 and CIF bylaws, any student participating in athletics and ~~his/her~~ **the student's** parent/guardian must sign a **the statement described below.** ~~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 Also see BP/AR 5131.63 - Steroids.~~

8. Includes information about the CIF bylaw and district policy requiring any student athlete and ~~his/her~~ **the student's** parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, ~~or~~ **and will not use** prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

*(cf. 5131.63 - Steroids)*

**ATHLETIC COMPETITION** (continued)

**Note:** Pursuant to Education Code 49476, as added by SB 1109 (Ch. 693, Statutes of 2018), the district must annually provide to student athletes and their parents/guardians CDC's opioid fact sheet for patients. The CDC's fact sheet, Prescription Opioids: What You Need To Know, is available on its web site.

- 9. Includes the opioid fact sheet published by the Centers for Disease Control and Prevention in accordance with Education Code 49476. The district shall provide this fact sheet annually to each student athlete and shall require the student and the student's parent/guardian to sign a document acknowledging receipt of the fact sheet.**

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**Instruction** AR 6145.2(a)

## **ATHLETIC COMPETITION**

### **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 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)*

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

**ATHLETIC COMPETITION (continued)**

- 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

**ATHLETIC COMPETITION** (continued)

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 initiates 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

## **ATHLETIC COMPETITION (continued)**

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**

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)

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**

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 CIF, the student and his/her parent/guardian shall, prior to 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)

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

**ATHLETIC COMPETITION (continued)**

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**

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)

**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 AR

**ATHLETIC COMPETITION (continued)**

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 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 6145.6(a)

### INTERNATIONAL EXCHANGE

**Note: The following optional policy is for use by districts that maintain secondary schools and accept enrollment of international students through approved programs sponsored by an International Student Exchange Placement Organization (ISEPO).**

**The policy does not apply to students who may otherwise meet district residency requirements for school attendance or to students whose parents/guardians were California residents who departed against their will, as defined in Education Code 48204.4. See AR 5111.1 - District Residency.**

The Governing Board recognizes ~~that personal contact~~ **the value of interactions** between students of different countries and cultures ~~promotes in promoting~~ **global awareness and international understanding in an increasingly globalized and interconnected world.** ~~To that end,~~ **The Board welcomes the enrollment of international exchange students in district schools and further encourages district students to take any advantage of opportunities that they may have to participate in such programs and study in another country.**

With Board approval, a district school may establish a sister-school relationship with a school in another country.

#### **District Students Studying in Another Country**

~~District staff shall~~ **School counselors may provide information regarding international exchange programs and academic relevant counseling to district students who wish to study in a foreign country. Such counseling shall include a review of the student's completed coursework, academic achievement, and personal goals, and shall advise the student regarding requirements that the student must meet during attendance in the foreign school in order to maintain progress toward meeting district graduation requirements.**

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6164.2 - Guidance/Counseling Services)*

~~District e~~**Credit for courses successfully completed in the foreign country shall be granted in accordance with Board policy and administrative regulation.**

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

#### **International Student Exchange Programs-Students in District Schools**

**Note: Government Code 12623 requires that any organization that arranges for the placement of international exchange students in California schools first be registered with the Attorney General's Office.**

**INTERNATIONAL EXCHANGE (continued)**

Pursuant to Education Code 35185, a district is authorized to request proof of the registration as a condition to enrolling a student.

For the protection of students and to reduce district liability, CSBA strongly recommends that districts ~~Districts may~~ check to see if a student placement organization is registered in California by reviewing the Registry List maintained by the Attorney General's Registry of International Student Exchange Visitor Placement Organizations. ~~The U.S. Department of State also maintains a listing of organizations designated to administer a high school visitor exchange program. See CSBA's Legal Guidance Regarding International Student Exchange Placement Organizations for additional recommendations and best practices.~~

In addition, the Council for Standards for International Educational Travel (CSIET), a non-profit organization whose purpose is to identify reputable international exchange programs, annually develops an Advisory List ~~as a resource from which prospective districts can gain an understanding of the scope, background, and operations of programs that have been reviewed. The Advisory List includes descriptions of exchange organizations which, upon evaluation, were found to be in compliance with the identifying exchange organizations that fully, provisionally, or conditionally meet CSIET standards and were accepted for listing into one of three categories (Full Listing, Provisional Listing, or Conditional Listing). The CSIET standards evaluate a program's related to financial responsibility, as well as the student selection, student orientation, and the placement process.~~

It is the responsibility of the ISEPO to confirm the eligibility of international students for the exchange program. To be eligible, secondary students must (1) have a J-1 or F-1 visa; (2) not have previously attended school in the United States through an exchange program or on a J-1 or F-1 visa; and (3) either have not completed more than 11 years of primary and secondary study in their home country, excluding kindergarten, or be at least 15 years of age but not more than 18 years and six months of age as of the program start date.

The following optional paragraph is for use by districts that wish to only accept students participating in programs designated by the Attorney General's Office, ~~U.S. Department of State and CSIET.~~

~~To enroll~~ **Before enrolling an international exchange student in a district school, the Superintendent or designee shall request proof that the an international exchange student must be is participating in an exchange International Student Exchange Placement Organization (ISEPO) program registered with the California Attorney General's Office; designated by the U.S. Department of State and accepted for listing on the Council for Standards for International Educational Travel's Advisory List.**

**The Superintendent or designee shall obtain from the ISEPO a description of the services to be performed by the ISEPO for the student, host family, and the district; telephone numbers that the student, host family, or district may contact for assistance; and a summary of the student's complete prior academic coursework completed. (Government Code 12628; 22 CFR 62.25)**

**The district may require additional documents which may include, but are not limited to, evidence that the student has health and accident insurance from the time of departure from home to the time the student returns to the home country. (11 CCR 360; 22 CFR 62.25)**

**INTERNATIONAL EXCHANGE (continued)**

Note: The following **optional** paragraph may be used by districts that wish to limit the total number of international exchange students admitted into the district.

When necessary because of overcrowding within district schools or limited district resources, the Superintendent or designee may limit the number of international exchange students to be accepted at any district high school during any school year.

The district shall not incur any financial obligations when ~~sending and/or receiving educating~~ international exchange students. ~~Program sponsors shall provide assurance of their responsibility for health/accident/liability insurance, the student's home placement, and the resolution of any related personal difficulties which may arise.~~ **An international student, or the ISEPO on behalf of the student, shall reimburse the district for the full, unsubsidized per capita cost of providing education at a district school for the period of the visiting student's attendance.**

*(cf. 3260 - Fees and Charges)*

Note: The following **optional** paragraph may be modified to reflect district practice. Federal and state law do not specify a formula for calculating the full, unsubsidized per capita cost of providing education to an international student for the purpose of determining the tuition that will be charged. Education Code 48052 identifies factors that must be considered in determining the total cost of educating a student who resides in a foreign country adjacent to California, which, for consistency, may also serve as a basis for calculating tuition for international students.

Alternatively, as described in CSBA's Legal Guidance Regarding International Student Exchange Placement Organizations, the district could use the per student amount of the high school base grant provided to districts under the local control funding formula, which could be augmented by the amount received by the district for separately funded categorical programs and any federal funding received by the district, or could consider its prior year per student expenditures.

**It is recommended that districts consult with legal counsel in determining such a formula.**

**In determining the tuition for international exchange students, the district shall calculate the total cost of educating the student, including, but not limited to, the amount expended per student for the current provision of instruction and services, the use of buildings and equipment, the repayment of local bonds and interest payments and state building loan funds, capital outlay, and transportation to and from school.**

The Superintendent or designee shall establish district criteria for issuing regular or honorary diplomas to international exchange students. The principal or designee shall refer to these criteria when assisting international exchange students in selecting classes and cocurricular activities based on the student's individual qualifications, needs, and interests.

*(cf. 5127 - Graduation Ceremonies and Activities)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.3 - Reciprocity of Academic Credit)*

## INTERNATIONAL EXCHANGE (continued)

~~District staff shall provide relevant counseling to district students who wish to study in a foreign country. District credit for courses successfully completed in the foreign country shall be granted in accordance with Board policy and administrative regulation.~~

~~(cf. 6146.11 *Alternative Credits Toward Graduation*)~~

## Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

**35185 Miscellaneous administrative authority****48052 Nonresidents****48204.4 Evidence of residency for school enrollment**

51225.5 Honorary diplomas; foreign exchange students

GOVERNMENT CODE

12620-12630 International Student Exchange Visitor Placement Organizations

**87100 General prohibition, conflict of interest**CALIFORNIA CODE OF REGULATIONS, TITLE 11**350-384 California Uniform Supervision of International Student Exchange Visitor Placement Organizations**CODE OF FEDERAL REGULATIONS, TITLE 8**214.2 Students in academic high schools**CODE OF FEDERAL REGULATIONS, TITLE 22

62.25 Secondary school students, exchange visitor program

## Management Resources:

CSBA PUBLICATIONSLegal Guidance Regarding International Student Exchange Placement Organizations, 2014WEB SITES**CSBA:** <http://www.csba.org>California Interscholastic Federation: <http://www.cifstate.org>~~California Attorney General's Office: California Office of the Attorney General, ISEPO:~~~~<http://www.caag.state.ca.us> <https://oag.ca.gov/exchangestudents>~~~~California Interscholastic Federation: <http://www.cifstate.org>~~Council on Standards for International Educational Travel: <http://www.csiet.org>U.S. Department of State, Bureau of Educational and Cultural Affairs: <http://exchanges.state.gov>**U.S. Department of State, Exchange Visitor Program:** <http://j1visa.state.gov/programs/secondary-school-student>U.S. Immigration and Customs Enforcement: <http://www.ice.gov>

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Add

# CSBA Sample Administrative Regulation

Instruction

AR 6145.6(a)

## INTERNATIONAL EXCHANGE

**Note: The following optional administrative regulation is for use by districts that maintain secondary schools and accept enrollment of international students through approved programs sponsored by International Student Exchange Placement Organizations.**

### Admission

**Prior to enrolling an international exchange student, the Superintendent or designee shall provide the International Student Exchange Placement Organization with written acceptance for the enrollment, including arrangements concerning the payment of tuition or the waiver of the tuition if applicable. (11 CCR 361; 22 CFR 62.25)**

*(cf. 5111.2 - Nonresident Foreign Students)*

**Note: The following optional paragraph may be revised to set a date by which the request for enrollment must be received.**

In order to approve the admission of an international exchange student, the Superintendent or designee must receive a written request for enrollment before the end of the preceding school year.

**Enrollment shall be for ~~one year only~~ one semester or one school year. (22 CFR 62.25)**

*(cf. 5111.2 - Nonresident Foreign Students)*

All international exchange students shall meet state and district immunization requirements.

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.31 - Immunizations)*

### Athletics

**Note: State bylaws of the California Interscholastic Federation (CIF) list eligibility requirements for participation by international exchange students in interscholastic athletics. These requirements include, but are not limited to, requiring that the student has been placed with a host family by an exchange program accepted for listing by the Council for Standards for International Educational Travel and ~~has been~~ approved by the CIF, California Attorney General's Office, and U.S. Department of State. Individual CIF section bylaws may have additional requirements.**

International exchange students shall be eligible for participation in interscholastic sports in accordance with state bylaws of the California Interscholastic Federation as well as applicable section bylaws.

## INTERNATIONAL EXCHANGE (continued)

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

### Diplomas

International exchange students may be considered for a diploma if they have satisfactorily completed the district's graduation requirements.

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

*(cf. 6146.3 - Reciprocity of Academic Credit)*

Note: Pursuant to Education Code 51225.5, the **Governing Board** may grant an honorary diploma to international exchange students who have completed the course of study required for graduation and are returning to their home countries following completion of one school year. Honorary diplomas must be distinguishable from the district's regular diploma. See **BP 6146.1 - High School Graduation Requirements**.

The following **optional** paragraph provides standards for the granting of the honorary diploma and should be revised to reflect district practice.

International exchange students who are not eligible for a regular diploma may receive an honorary diploma, provided they have completed at least one semester of full-time enrollment and achieved at least a 2.0 grade point average.

*(cf. 5127 - Graduation Ceremonies and Activities)*

~~At the discretion of the principal or designee,~~ International exchange students who do not meet requirements for a regular or an honorary diploma may, at the end of their visit, be given a **certificate or** letter certifying the time period for which they were enrolled **as well as a transcript documenting their completed coursework.**

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# Delete

## Center Unified SD

### Exhibit

#### High School Graduation Requirements

E 6146.1

#### Instruction

Recommended Revision: June 18, 2003

2003-04 Subject	Credits Required
English	40
Mathematics	20
Science	20
U.S. History	10
World History	10
Economics	5
Government	5
PE	20
Health/Safety	5
VPAC/Foreign Language	10
Consumer Finance	5
Computer Applications	10
Electives	60
Advocacy	8*
Community Services*	2*
<b>Total</b>	<b>230*</b>

Exhibit  
version: June 18, 2003

CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California

# CSBA Sample Board Policy

Instruction

BP 6174(a)

## EDUCATION FOR ENGLISH LEARNERS

Note: The following policy may be revised to reflect district practice. State and federal law establish requirements for the identification, placement, and education of English learners.

Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.

In addition, 20 USC 6801-7014 (Title III) provide grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See the CDE's web site for FPM compliance monitoring instruments.

For further information regarding English learners, programs, and services, see CDE's publication The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, available on its web site.

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

Note: Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the English Language Arts/English Language Development Framework aligned to those standards. A supplementary resource, Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, specifies the correspondence between the state ELD standards and the California Common Core State Standards for mathematics and the Next Generation Science Standards.

CDE's Roadmap encourages differentiated instruction and curriculum which are integrated across all subject areas and emphasize inquiry-based learning and critical thinking skills.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level, ~~integrated across all subject areas, and aligned with the state content standards. The district's program~~ Such instruction shall be based on sound instructional theory, **be aligned with state content standards, use standards-aligned instructional materials,** emphasize inquiry-based learning and critical thinking skills, and **be integrated across all subject areas** ~~provide students with access to the full educational program.~~

**EDUCATION FOR ENGLISH LEARNERS (continued)***(cf. 6011 - Academic Standards)**(cf. 6141 - Curriculum Development and Evaluation)**(cf. 6161.1 - Selection and Evaluation of Instructional Materials)**(cf. 6161.11 - Supplementary Instructional Materials)**(cf. 6171 - Title I Programs)*

**Note:** The following items are for use by districts that maintain middle and/or high schools and may be revised to reflect the grade levels offered by the district. Education Code 60811.8, as added by AB 2735 (Ch. 304, Statutes of 2018), prohibits districts from denying any student who is an English learner the opportunity to enroll in core curriculum courses, courses required for middle school promotion or high school graduation, courses required for college admission, or advanced courses, with specified exceptions for recently arrived immigrant students. Pursuant to Education Code 60811.8, this law does not require districts to create supplemental courses in languages other than English.

**No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)**

- 1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history-social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion**

**However, an English learner may be denied participation in any such course if the student has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, and the course of study provided to the student is designed to remedy academic deficits incurred during participation and to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.**

- 2. A full course load of courses specified in item #1 above**
- 3. Other courses that meet the "a-g" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner**

*(cf. 0415 - Equity)**(cf. 6141.4 - International Baccalaureate Program)**(cf. 6141.5 - Advanced Placement)*

**Note:** Education Code 52060 requires the district's local control and accountability plan (LCAP) to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460 - Local Control and Accountability Plan. The CDE's Roadmap provides an alignment between principles outlined for English learners and the eight state priority areas required in the district's LCAP.

**EDUCATION FOR ENGLISH LEARNERS (continued)**

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3100 - Budget)*

Note: The following paragraph may be revised to reflect district strategies for parent/guardian and community involvement. Education Code 305 requires the district to solicit input on language acquisition programs as part of the parent/guardian and community engagement process during the development of the LCAP; see section on "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English learner parent advisory committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. ~~To support students' English language development,~~ The Superintendent or designee may also provide an **English development** adult literacy training program ~~that leads to English fluency~~ for parents/guardians and community members **so that they may better support students' English language development.**

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 6020 - Parent Involvement)*

Note: Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the English Language Arts/English Language Development Framework aligned to those standards. A supplementary resource, Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, specifies the correspondence between the state ELD standards and the California Common Core State Standards for mathematics and the Next Generation Science Standards.

CDE's Roadmap encourages differentiated instruction and curriculum which are integrated across all subject areas and emphasize inquiry-based learning and critical thinking skills.

~~English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level, integrated across all subject areas, and aligned with the state content standards. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, emphasize inquiry-based learning and critical thinking skills, and provide students with access to the full educational program.~~

~~*(cf. 6011 - Academic Standards)*~~

~~*(cf. 6141 - Curriculum Development and Evaluation)*~~

## EDUCATION FOR ENGLISH LEARNERS (continued)

*(cf. 6161.1—Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11—Supplementary Instructional Materials)*

*(cf. 6171—Title I Programs)*

### Staff Qualifications and Training

Note: Commission on Teacher Credentialing (CTC) leaflet CL-622, Serving English Learners, describes requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from the CTC; see AR 4112.22 - Staff Teaching English Learners.

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

*(cf. 4112.22 - Staff Teaching English Learners)*

Note: The following paragraph reflects a requirement for districts that receive federal Title III funds to improve the education of English learners, and is recommended for use by all districts. 20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional development must not include one-day or short-term workshops and conferences.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Note: The following paragraph is **optional**. The CDE's Roadmap indicates the importance of a supportive and collaborative environment in order for teachers to effectively address the complex needs of English learners.

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

~~To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.~~

## EDUCATION FOR ENGLISH LEARNERS (continued)

### Identification and Assessment

Note: ~~The~~ CDE's Roadmap emphasizes the importance of early identification of English learners, as early childhood is a crucial period of time for language development. Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students using ~~a the state assessment designated by the SBE. The state~~ English Language Proficiency Assessments for California (ELPAC) ~~are aligned with the 2012 state standards for ELD. They include~~ **The ELPAC includes** an initial test for identifying students who may be English learners and an annual summative assessment for determining English learners' level of English proficiency and progress in acquiring the skills of listening, speaking, reading, and writing in English. CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration, ~~and~~ identification **of English learners**, and reclassification criteria.

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency ~~and needs in the areas of listening, speaking, reading, and writing in English using the state's English Language Proficiency Assessments for California (ELPAC).~~ **To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.**

Once identified as an English learner, a student shall be annually assessed for language proficiency until ~~he/she the student~~ is reclassified based on criteria specified in the accompanying administrative regulation.

Note: In addition to testing the level of English proficiency of English learners, districts are required pursuant to Education Code 60640 to administer the California Assessment of Student Performance and Progress (CAASPP) to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with the testing resources (i.e., universal tools, designated supports, and accommodations) specified in 5 CCR 854.1-854.3, ~~as renumbered by Register 2018, No. 4,~~ during test administration.

~~Education Code 60640 also authorizes districts to administer a primary language assessment to English learners in grades 2-11 for the purpose of assessing students' competency in reading, writing, and listening in their primary language. The Standards-Based Test in Spanish may be used for this purpose until a test is available that is aligned with the most recent state ELD standards. The new California Spanish Assessment is expected to be operational in the 2018-19 school year. CAASPP also includes the optional California Spanish Assessment for students in grades 3-8 and high school, which measures a student's competency in reading, writing, and listening in Spanish.~~

**In addition,** English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

## EDUCATION FOR ENGLISH LEARNERS (continued)

(cf. 6162.51 - State Academic Achievement Tests)

Note: The following paragraph is **optional**. The CDE's Roadmap highlights the importance of formative assessments in order to continually adapt methodologies and instruction to meet the needs of English learners.

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

(cf. 6162.5 - Student Assessment)

### Language Acquisition Programs

Note: Education Code 305-310 authorize parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306. Pursuant to 20 USC 6312 and 34 CFR 100.3, parents/guardians have a right to decline or opt their child out of a language acquisition program. The following section may be revised to reflect programs offered by the district. Also see the accompanying administrative regulation.

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

Note: The following **optional** paragraph may be revised to reflect district practice. The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction in the structured English immersion program is provided in English pursuant to Education Code 306. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language.

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

Note: Items #1-2 below are **optional** and may be revised to reflect district practice.

**EDUCATION FOR ENGLISH LEARNERS** (continued)

~~In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)~~

- ~~1. The district may offer a A dual language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.~~

~~(cf. 6142.2 - World/Foreign Language Instruction)~~

- ~~2. The district may offer a A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.~~

Note: The following paragraph is for use by districts that maintain any of grades K-3.
--

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

~~(cf. 6151 - Class Size)~~

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. ~~He/she~~ **The Superintendent or designee** shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

~~(cf. 5145.6 - Parental Notifications)~~

Note: Pursuant to 5 CCR 11311, <del>as added by Register 2018, No. 20</del> , districts are required to establish a process with specified components for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. See the section "Language Acquisition Programs" in the accompanying administrative regulation.
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**EDUCATION FOR ENGLISH LEARNERS (continued)**

**Whenever a student is identified as an English learner based on the results of the ELPAC, the student's p**~~Parents/guardians of English learners~~ **may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)**

**Reclassification**

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

**Program Evaluation**

Note: The following section may be revised to reflect indicators agreed upon by the Governing Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners. Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.

Pursuant to Education Code 313.2, ~~the~~ CDE is required to annually determine the number of students in each district and school who are, or are at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1.

20 USC 6311 requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas

**EDUCATION FOR ENGLISH LEARNERS (continued)**

5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

*Legal Reference: (see next page)*

**EDUCATION FOR ENGLISH LEARNERS (continued)***Legal Reference:*EDUCATION CODE

300-340 English language education, especially:  
 305-310 Language acquisition programs  
 313-313.5 Assessment of English proficiency  
 430-446 English Learner and Immigrant Pupil Federal Conformity Act  
 33050 State Board of Education waiver authority  
 42238.02-42238.03 Local control funding formula  
 44253.1-44253.11 Qualifications for teaching English learners  
 48980 Parental notifications  
 48985 Notices to parents in language other than English  
 52052 Accountability; numerically significant student subgroups  
 52060-52077 Local control and accountability plan  
 52160-52178 Bilingual Bicultural Act  
 56305 CDE manual on English learners with disabilities  
 60603 Definition, recently arrived English learner  
 60640 California Assessment of Student Performance and Progress  
**60811-60812 Assessment of English language development**  
 62002.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

854.1-854.3 CAASPP and universal tools, designated supports, and accommodations  
 854.9 CASSPP and unlisted resources for students with disabilities  
 11300-11316 English learner education  
~~11510-11517.5 California English Language Development Test~~  
 11517.6-11519.5 English Language Proficiency Assessments for California

UNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility  
 1701-1705 Equal Educational Opportunities Act  
 6311 Title I state plan  
 6312 Title I local education agency plans  
 6801-7014 Title III, language instruction for English learners and immigrant students  
 7801 Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discrimination prohibited  
 200.16 Assessment of English learners

COURT DECISIONS

*Valeria O. v. Davis*, (2002) 307 F.3d 1036  
*California Teachers Association v. State Board of Education et al.*, (9th Circuit, 2001) 271 F.3d 1141  
*McLaughlin v. State Board of Education*, (1999) 75 Cal.App.4th 196  
*Teresa P. et al v. Berkeley Unified School District et al.*, (1989) 724 F.Supp. 698

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83 *Ops.Cal.Atty.Gen.* 40 (2000)

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*English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58*, Governance Brief, March 2017

*Management Resources continued: (see next page)*

**EDUCATION FOR ENGLISH LEARNERS (continued)***Management Resources: (continued)*CSBA PUBLICATIONS (continued)

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Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017

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Unlocking Learning: Science as a Lever for English Learner Equity, January 2017

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Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

WEB SITES

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

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education: <http://www.cde.ca.gov/sp/el>

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

The Education Trust-West: <https://vest.edtrust.org>

U.S. Department of Education: <http://www.ed.gov>

(3/17 7/18) 7/19

# Center Unified SD

## Board Policy

### Education For English Learners

BP 6174

#### Instruction

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level, integrated across all subject areas, and aligned with the state content standards. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, emphasize inquiry-based learning and critical thinking skills, and provide students with access to the full educational program.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6171 - Title I Programs)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

#### Identification and Assessment

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.5 - Student Assessment)

#### Language Acquisition Programs

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

(cf. 5145.6 - Parental Notifications)

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

#### Reclassification

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

#### Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

**Legal Reference:**

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The Education Trust-West: <https://west.edtrust.org>  
U.S. Department of Education: <http://www.ed.gov>

# CSBA Sample Administrative Regulation

**Instruction**

AR 6174(a)

## **EDUCATION FOR ENGLISH LEARNERS**

### **Definitions**

*English learner* means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

*Designated English language development* means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

*Integrated English language development* means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

*Native speaker of English* means a student who has learned and used English ~~in his/her~~ at home from early childhood and English has been ~~his/her~~ the primary means of concept formation and communication. (Education Code 306)

### **Identification and Assessments**

Note: Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) web site.
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Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

**EDUCATION FOR ENGLISH LEARNERS (continued)**

Note: When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. The English Language Proficiency Assessments for California (ELPAC) are used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). (Education Code 313, 52164.1; 5 CCR ~~11511~~ **11518.5**)

Each year after a student is identified as an English learner and until ~~he/she~~ **the student** is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

Note: ~~5 CCR 11518.30-11518.35, as renumbered by Register 2017, No. 23, specify allowable variations and accommodations in the administration of the state English language proficiency assessment.~~

~~The ELPAC shall be administered in accordance with test publisher instructions and 5 CCR 11518.5-11518.20. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11518.30-11518.35.~~

Note: **5 CCR 11518.35 specifies "universal tools" that may be used with all students in ELPAC administration, and "designated supports" and "accommodations" that may be used with students with disabilities when specified in their individualized education program or Section 504 plan.**

The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the ELPAC as appropriate. ~~English learners with disabilities must be allowed to take the test with accommodations as specified in their individualized education program or Section 504 plan.~~ Pursuant to 5 CCR 11518.30, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency. 34 CFR 200.16 provides that, if an English learner with a disability is unable to take the assessment with accommodations, the state accountability system must include the student's score on any part(s) of the test for which it is possible to assess the student (i.e., speaking, reading, listening, writing).

~~Pursuant to Education Code 56305, as amended by AB 99 (Ch. 15, Statutes of 2017), requires CDE to develop, by January 1, 2019, has developed a manual, California Practitioners' Guide for Educating English Learners with Disabilities, providing which provides guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.~~

~~The ELPAC shall be administered~~ **Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted** in accordance with test publisher instructions and 5 CCR 11518.5-11518.2035.

**EDUCATION FOR ENGLISH LEARNERS** (continued)

~~Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11518.25-11518.35; 20 USC 1412)~~

*(cf. 6159 - Individualized Education Program)*

*(cf. 6162.51 - State Academic Achievement Tests)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

Note: The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. CDE has developed sample notification letters, available on its web site in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially fluent English proficient and to notify them of the results of an annual assessment.

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 their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.

The Superintendent or designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results from the test contractor **or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year.** (Education Code 52164.1; 5 CCR ~~11511.5~~ **11518.15**)

*(cf. 5145.6 - Parental Notifications)*

Note: The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners, and may be adapted for use by other districts. Pursuant to Education Code 440 and 20 USC 6312, districts receiving Title I or Title III funds are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program.

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of ~~his/her child's~~ **the student's** English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program

**EDUCATION FOR ENGLISH LEARNERS (continued)**

2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
  - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
  - b. The manner in which the program will meet the educational strengths and needs of the student
  - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
  - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
  - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

Note: Education Code 313.2, as amended by AB 81 (Ch. 609, Statutes of 2017), requires that the notice contain information in regard to (1) whether the student is a long-term English learner, or English learner at risk of becoming a long-term English learner, and (2) the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help them develop English proficiency and achieve academic standards. Districts may send an alternate notice if the definitions of long-term English learners and those at risk of becoming long-term English learners used by the district are broader than those defined in Education Code 313.1, the notice states that the definitions utilized by the district are broader, and the notice contains the information specified in item #4 below.

4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available

**EDUCATION FOR ENGLISH LEARNERS (continued)**

7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

**Language Acquisition Programs**

Note: Pursuant to 5 CCR 11311, ~~as added by Register 2018, No. 20,~~ districts are required to establish a process for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. Each school is required to follow the process even when the district provides the language acquisition program at another school site. The following section includes the components of the process required by 5 CCR 11311 and may be expanded to reflect district practice.

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.
2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.
3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:
  - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
  - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent

**EDUCATION FOR ENGLISH LEARNERS (continued)**

professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals

- c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
- d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

~~Note: Pursuant to 5 CCR 11310, as amended by Register 2018, No. 20, districts are required to notify parents/guardians regarding language acquisition programs at the beginning of each school year or upon a student's enrollment. The following section includes the notice requirements pursuant to 5 CCR 11310.~~

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language

**EDUCATION FOR ENGLISH LEARNERS (continued)**

6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

**Reclassification/Redesignation**

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

Note: Education Code 313 and 52164.6 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in items #1-4 below. Additional guidance is available on the CDE's web site. The district may expand the following list to reflect any additional criteria it has established.

The ~~measures~~ **procedures** used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC

**Note: Pursuant to Education Code 313.3, as added by AB 1808 (Ch. 32, Statutes of 2018), CDE is required to develop, by June 30, 2020, a standardized teacher observation protocol for use in evaluating a student's English language proficiency, as required by item #2 below, as well as professional development tools to train teachers on the use of the protocol.**

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student

**EDUCATION FOR ENGLISH LEARNERS (continued)**

3. Parent/guardian ~~opinion and consultation~~ involvement, including:
- a. **Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate**
  - b. **Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process**

~~The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.~~

Note: Pursuant to Education Code 313, the fourth criterion requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from CDE to district superintendents (Reclassification Guidance for 2017-18) dated April 28, 2017 clarifies that the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion, or districts may select another local assessment. ~~The~~ CDE correspondence provides examples of appropriate measures and is available on ~~the~~ CDE's web site.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

~~Note: The following optional paragraph may be revised to reflect district practice.~~

~~The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support is needed.~~

**Advisory Committee**

Note: The following section should be revised to reflect district practice. Pursuant to 5 CCR 11308, a parent/guardian advisory committee is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committee are specified in 5 CCR 11308.

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

**EDUCATION FOR ENGLISH LEARNERS** (continued)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

**LCAP Advisory Committee**

Note: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners.

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

*(cf. 0460 - Local Control and Accountability Plan)*

**EDUCATION FOR ENGLISH LEARNERS (continued)**

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

# **Center Unified SD**

## **Administrative Regulation**

### **Education For English Learners**

AR 6174

#### **Instruction**

#### Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

#### Identification and Assessments

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results

from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The ELPAC shall be administered in accordance with test publisher instructions and 5 CCR 11518.5-11518.20. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11518.30-11518.35.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11518.25-11518.35; 20 USC 1412)

(cf. 6159 - Individualized Education Program)  
(cf. 6162.51 - State Academic Achievement Tests)  
(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement

3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
  - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
  - b. The manner in which the program will meet the educational strengths and needs of the student
  - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
  - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
  - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

#### Language Acquisition Programs

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's

grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.

2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.

3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:

a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program

b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals

c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators

d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion

2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English

3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

#### Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The measures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support.

#### Advisory Committee

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

#### LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

# CSBA Sample Board Policy

**Instruction**

BP 6179(a)

## SUPPLEMENTAL INSTRUCTION

Note: The following policy is **mandated** pursuant to Education Code 48070.5 and should be revised to reflect the grade levels offered by the district.

Pursuant to Education Code 52060-52077, the Governing Board must annually adopt a local control and accountability plan which includes goals and actions aligned with ~~eight~~-state priorities, including student achievement; see BP/AR 0460 - Local Control and Accountability Plan. The provision of high-quality supplemental instruction may be one strategy to improve student achievement outcomes for underperforming students.

**In addition, the provision of supplemental instruction may be a strategy to assist low-performing schools identified by the California Department of Education for comprehensive or targeted support and improvement pursuant to 20 USC 6311. Such schools are required to develop and implement a school plan to improve student outcomes.**

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 5113.1 - Chronic Absence and Truancy)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*  
*(cf. 6164.5 - Student Success Teams)*

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 6111 - School Calendar)*  
*(cf. 6112 - School Day)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6176 - Weekend/Saturday Classes)*  
*(cf. 6177 - Summer Learning Programs)*

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

**SUPPLEMENTAL INSTRUCTION (continued)**

When determined to be necessary by the principal or designee **and when written parent/guardian consent is obtained for the student's participation**, a student may be required to participate in supplemental instruction outside the regular school day. ~~In such cases, written parent/guardian consent shall be obtained for the student's participation.~~

Note: Pursuant to Education Code 37252.2, districts are required to provide supplemental instruction to students in grades 2-9, inclusive, who have been retained or recommended for retention, as provided below. Education Code 48070.5 mandates that districts adopt policy indicating the manner in which opportunities for remedial instruction will be provided to students who are recommended for retention. See BP/AR 5123 - Promotion/Acceleration/Retention for information regarding the criteria for identifying students for retention.

Supplemental instruction shall be offered to students ~~in grades 2-9 who have been retained or~~ **are recommended for retention, or are identified as being at risk for retention**, at their current grade level. (Education Code ~~37252.2, 48070.5~~)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 5123 - Promotion/Acceleration/Retention)*

*(cf. 6162.51 - State Academic Achievement Tests)*

Note: ~~The Every Student Succeeds Act (ESSA) (P.L. 114 95) repealed 20 USC 6316 which had required Title I schools identified for program improvement in year 2 or beyond to provide eligible students with supplemental educational services from an approved service provider. In accordance with the California Department of Education's (CDE) Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016), the CDE has elected to instead require the provision of alternative supports, defined and administered by the district, to eligible students beginning with the 2016-17 school year. See AR 0520.2 - Title I Program Improvement Schools for details regarding this requirement.~~

~~The district shall offer alternative supports designed to increase the academic achievement of socioeconomically disadvantaged students attending schools identified by the California Department of Education for program improvement for two or more consecutive years.~~

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 0520.3 - Title I Program Improvement Districts)*

Note: Items #1-32 below are **optional** and may be revised to reflect district practice.

In addition, supplemental instruction may be offered to:

Note: Education Code 37252.8 authorizes, but does not require, districts to offer supplemental instruction to students in grades 2-6 who have been identified as being "at risk" for retention based on state assessment results, grades, or other indicators. See BP 5123 - Promotion/Acceleration/Retention for further information about criteria for identifying students as at risk of retention. If districts choose to offer such instruction, Education Code 48070.5 mandates that they adopt policy indicating the manner in which opportunities for remedial instruction will be provided to students who are at risk for retention.

**SUPPLEMENTAL INSTRUCTION (continued)**

- ~~1. Students who are identified as being at risk for retention based on state assessment results, grades, or other indicators~~

~~(cf. 5121 - Grades/Evaluation of Student Achievement)~~

~~(cf. 6162.51 - State Academic Achievement Tests)~~

~~Note: Education Code 37252.8 authorizes, but does not require, districts to offer supplemental instruction to students in grades 2-6 who are identified as having a deficiency in mathematics, reading, or written expression based on state assessment results. At their discretion, districts may offer such instruction to students who demonstrate academic deficiencies at any grade level or in any subject matter.~~

- 2.1. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

*(cf. 6142.6 - Visual and Performing Arts Education)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6142.94 - History-Social Science Instruction)*

Note: The following **optional** item may be used by districts maintaining high schools to provide support to students who need assistance to meet graduation requirements.

- 3.2. High school students who need support to successfully complete courses required for graduation

*Legal Reference: (see next page)*

## SUPPLEMENTAL INSTRUCTION (continued)

*Legal Reference:*

EDUCATION CODE

37200-37202 School calendar

37223 Weekend classes

~~37252-37254.1 Supplemental instruction, summer school~~

42238.01-42238.07 42238.5 Local control funding formula

46100 Length of school day

48070-48070.5-6 Promotion and retention

48200 Compulsory education

48985 Translation of notices

51210-51212 Courses of study, elementary schools

51220-51228 Courses of study, secondary schools

52060-52077 Local control and accountability plan

60603 Definitions, core curriculum areas

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

UNITED STATES CODE, TITLE 20

6311 State plan

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016~~

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

(12/15 7/16) 7/19

# Center Unified SD

## Board Policy

### Supplemental Instruction

BP 6179

#### Instruction

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6164.5 - Student Success Teams)

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

(cf. 5148.2 - Before/After School Programs)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

(cf. 1020 - Youth Services)

When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.

Supplemental instruction shall be offered to students in grades 2-9 who have been retained or recommended for retention at their current grade level. (Education Code 37252.2, 48070.5)

(cf. 5123 - Promotion/Acceleration/Retention)

The district shall offer alternative supports designed to increase the academic achievement of socioeconomically disadvantaged students attending schools identified by the California Department of Education for program improvement for two or more consecutive years.

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

In addition, supplemental instruction may be offered to:

1. Students who are identified as being at risk for retention based on state assessment results, grades, or other indicators

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.51 - State Academic Achievement Tests)

2. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

3. High school students who need support to successfully complete courses required for graduation

Legal Reference:

EDUCATION CODE

37200-37202 School calendar

37223 Weekend classes

37252-37254.1 Supplemental instruction, summer school

42238.01-42238.07 Local control funding formula

46100 Length of school day

48070-48070.5 Promotion and retention

48200 Compulsory education  
48985 Translation of notices  
51210-51212 Courses of study, elementary schools  
51220-51228 Courses of study, secondary schools  
52060-52077 Local control and accountability plan  
60603 Definitions, core curriculum areas  
60640-60649 California Assessment of Student Performance and Progress  
60850-60859 High school exit examination, especially:  
60851.5 Suspension of high school exit examination  
CODE OF REGULATIONS, TITLE 5  
11470-11472 Summer school

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016

**WEB SITES**

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

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

# CSBA Sample Board Bylaw

Board Bylaws

BB 9321(a)

## ~~CLOSED SESSION PURPOSES AND AGENDAS~~

Note: Pursuant to Government Code 54962, the Governing Board may hold a closed session only for purposes expressly authorized by the Brown Act (Government Code 54950-54963) or by a provision of the Education Code. Government Code 54954.5 provides specific agenda descriptions for most closed session items authorized by the Brown Act, as described throughout this bylaw and the accompanying Exhibit (1). Following the closed session, Government Code 54957.7 requires the Board to reconvene in open session to report any action taken in closed session, as described below and in the accompanying Exhibit (2).

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed sessions during a regular, special, or emergency meeting only for purposes authorized by law. ~~A closed session may be held during a regular, special, or emergency meeting in accordance with law.~~

~~Note: Government Code 54954.5 provides specific agenda descriptions for most closed session items authorized by the Brown Act.~~

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law and specified below. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

Note: Government Code 54957.7 states requires that, before holding any closed session, the Board must disclose in an open meeting the item(s) to be discussed in the closed session. The Board may either state the information on the agenda or refer the public to the item(s) as listed by number or letter on the agenda. ~~These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements. In addition, the Board is required to reconvene in open session upon conclusion of a closed session to report any action taken in the closed session.~~

**In the open session preceding the closed session,** ~~t~~The Board shall disclose ~~in open session~~ the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. **(Government Code 54957.7)**

After the closed session, the Board shall reconvene in open session before adjourning the meeting; and, when applicable, shall **publicly** disclose any action taken in the closed session, **the votes or abstentions thereon, and other disclosures specified below that are applicable to the matter being addressed.** ~~in the manner prescribed by Government Code 54957.1.~~ Such reports may be made in writing or orally at the location announced in the agenda for the closed session. **(Education Code 32281; Government Code 54957.1, 54957.7)**

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

*(cf. 9321.1 - Closed Session Actions and Reports)*

**Note:** Pursuant to Government Code 54957.1, a document approved or adopted in a closed session must be provided to any person who has submitted a written request within 24 hours of the posting of the agenda or who has made a standing request for all documentation as part of a request for meeting notices pursuant to Government Code 54954.1 or 54956.

**When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)**

**Confidentiality**

~~The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)~~

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

**Note:** Pursuant to Government Code 54963, a Board member who discloses confidential information received in a closed session may be referred to the local grand jury or may be subject to action in a court of law. For a definition of confidential information and the actions that may be taken against a Board member if such information is disclosed, see BB 9011 - Disclosure of Confidential/Privileged Information.

**A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)**

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

~~The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)~~

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

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)**Personnel Matters**

Note: Government Code 54957 authorizes the use of closed sessions for personnel matters described below. For the purpose of these closed sessions, "employee" includes an officer or independent contractor who functions as an officer or employee but excludes Board members. The Attorney General has concluded (59 Ops.Cal.Atty.Gen. 532 (1976)) that it is appropriate to use a closed session to discuss and evaluate Superintendent performance. (~~59 Ops.Cal.Atty.Gen. 532 (1976)~~) However, under the "personnel exception," the Board may not discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline ~~in closed session~~ under this exception.

In Fischer v. Los Angeles Unified School District, the court interpreted Government Code 54957 and found that the right to request an open session applies only when the Board hears specific complaints or charges brought against the employee. Thus, the right to request an open session does not apply when the Board is meeting in closed session to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee.

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, **performance** evaluation ~~of performance~~, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

*(cf. 2140 - Evaluation of the Superintendent)*

*(cf. 4115 - Evaluation/Supervision)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4215 - Evaluation/Supervision)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4315 - Evaluation/Supervision)*

Note: Pursuant to Government Code 54957, failure of the Board to give an employee against whom a "specific complaint or charge" has been made the notice described below will render any action taken by the Board in the closed session null and void. Determining whether a "specific complaint or charge" is involved is usually fact-specific and the Board should consult legal counsel as necessary. In Furtado v. Sierra Community College District, the court held that the term "specific complaints or charges" as used in Government Code 54957 does not include negative comments in an employee's performance evaluation. In another decision, Bell v. Vista Unified School District, the court determined that a presentation to the Board by a district staff member regarding an employee's violation of a California Interscholastic Federation rule constituted a "complaint or charge" and thus the employee was entitled to 24-hour notice. Yet another ruling, Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, held that when a board rejects its hearing officer's findings of fact and conducts its own hearing, the employee must be given 24-hour notice.

Furthermore, an Attorney General opinion (78 Ops.Cal.Atty.Gen. 218 (1995)) has clarified that a probationary certificated employee does not have the right to an open session when the Board is discussing whether or not to reemploy ~~him/her~~ **the employee** for a third consecutive school year. Education Code 44929.21 allows the Board to non-reelect a probationary certificated employee at the end of the first or second school year as long as written notice is given in accordance with law; see AR 4117.6 - Decision Not to Rehire.

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee **who is the subject of the complaint** requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of ~~his/her~~ **the** right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

The Board may hold a closed session to discuss ~~a district~~ **an** employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

**Note:** In Moreno v. City of King, the court held that the requirement for special meeting agenda items to notice the "business to be transacted or discussed" pursuant to Government Code 54956 does not eliminate the "brief general description of each item" requirement pursuant to Government Code 54954.2. The court also held that describing the business as "public employee (employment contract)" was not sufficient when at least a quarter of the meeting was devoted to a discussion of the employee and whether to terminate the employee. The court further held that describing the item as "public employee dismissal," as illustrated in Government Code 54954.5, would not violate the employee's privacy rights and it would also provide adequate public notice that dismissal would be considered. The court noted that while Government Code 54954.5 does not provide the exclusive means of compliance with agenda specification requirements, it demonstrates how privacy rights can be protected while also providing adequate notice.

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

**Note:** Government Code 54957.1 requires the Board to publicly report any closed session action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee. The Attorney General, in 89 Ops.Cal.Atty.Gen. 110 (2006), opined that boards are not required to publicly report an action taken in closed session to reject the proposed dismissal of an employee, as such a decision to maintain the status quo does not constitute "an action taken to dismiss."

**After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a**

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

**dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)**

*(cf. 4117.7/4317.7 - Employment Status Reports)*

**Negotiations/Collective Bargaining**

Note: The Educational Employment Relations Act (Government Code 3540-3549.3) makes four specific exemptions from the Brown Act related to negotiations. Government Code 54957.6 provides that for the purpose of closed sessions related to collective bargaining, "employee" includes an officer or independent contractor who functions as an officer or employee but excludes any elected official, Board member, or other independent contractor.

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the **open meeting requirements** of Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

*(cf. 4140/4240/4340 - Bargaining Units)*

*(cf. 4143/4243 - Negotiations/Consultation)*

*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*

Note: The Board is authorized pursuant to Government Code 54957.6, the "labor exception," to hold closed sessions with the district's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent. The Attorney General has opined in 57 Ops. Cal. Atty. Gen. 209 (1974) that a board may not meet in closed session for such purposes without the use of a designated representative who is involved with the "bona fide" negotiations with represented and/or unrepresented employees. The **California Office of the Attorney General's** publication The Brown Act: Open Meetings for Local Legislative Bodies, also states that the "labor exception" applies to **the Board** meeting in closed session to instruct its negotiator concerning negotiations with **current or prospective employees**.

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

The Board may meet in closed session, prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees, to review the Board's position and/or instruct its designated representative(s) regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. ~~For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include~~ Final action on the proposed compensation of one or more unrepresented employees **shall not be taken in closed session.** (Government Code 54957.6)

*(cf. 2121 - Superintendent's Contract)*

~~Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)~~

~~For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)~~

The Board also may meet in closed session with a state conciliator ~~or mediator~~ who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name(s) of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

**Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)**

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)**Matters Related to Students**

~~The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)~~

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

~~(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~

**If a public hearing would lead to the disclosure of confidential student information,** ~~t~~The Board shall meet in closed session to ~~address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion, or a challenge to a student record.~~ If a written request for open session is received from the parent/guardian or adult student, ~~it will be honored to the extent that it does not violate the privacy rights of any other student~~ **the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any student other than the student requesting the public meeting shall be in closed session.** (Education Code 35146, 48912, 49070)

~~(cf. 5117 - Interdistrict Attendance)~~

~~(cf. 5119 - Students Expelled from Other Districts)~~

~~(cf. 5125.3 - Challenging Student Records)~~

~~(cf. 5144 - Discipline)~~

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

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

~~(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~

Note: Although Government Code 54954.2 requires the agenda to have a brief general description of all closed session items to be discussed, Government Code 54954.5 provides no specific description of agenda items related to closed sessions authorized by the Education Code. Since the purpose of conducting the closed session is to protect student privacy rights, the following **optional** paragraph provides that student names shall not be included on the agenda.

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

**Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)**

*(cf. 5125 - Student Records)*

**Note: Although Education Code 48918 states that student expulsion records are "nonprivileged, disclosable public records" and the Attorney General (80 Ops.Cal.Atty.Gen. 85 (1997)) has opined that districts must disclose the student's name, the court in Rim of the World Unified School District v. San Bernardino County Superior Court held that the federal Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g) preempts state law and prohibits the disclosure of student expulsion records to the public. Failure to comply with FERPA may lead to loss of federal funding. Because of the potential conflict between state and federal law, it is recommended that districts consult legal counsel prior to adopting the following paragraph.**

**However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.**

### **Security Matters**

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. **Such discussions may be held in closed session during an emergency meeting called pursuant to Government Code 54956.5 if agreed to by a two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present. (Government Code 54956.5, 54957)**

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3515 - Campus Security)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

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

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

~~Note: Government Code 54956.5 authorizes an emergency meeting in closed session to meet with the law enforcement officials specified above pursuant to Government Code 54957. Two thirds of the Board members present at the meeting must agree to the need for the closed session. Those emergency situations that necessitate a need for an emergency meeting are listed in BB 9320 Meetings and Notices and include a terrorist attack, crippling disaster, or other activity that impairs public health or safety. For a list of actions for which more than a majority vote of the Board is required, see BB 9323.2 Actions by the Board.~~

~~The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two thirds vote of the Board members present. If less than two thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)~~

Agenda items related to **these** security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

**The Board may meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. Following the closed session, the Board shall report any action taken to approve the plan, but need not disclose the district's plan for tactical responses. (Education Code 32281)**

**Conference with Real Property Negotiators**

Note: An Attorney General opinion (94 Ops.Cal.Atty.Gen. 82 (2011)) has concluded that only three subjects related to real property negotiations may be considered in closed session: (1) the amount of consideration the local agency is willing to pay or accept in exchange for the real property rights to be acquired or transferred; (2) the form, manner, and timing of how that consideration will be paid; and (3) items that are essential to arriving at the authorized price and payment terms. **Public disclosure of such items would reveal information that Government Code 54956.8 permits to be kept confidential.** Although Attorney General opinions are not binding, they are accorded deference by the courts.

**In addition, the California Office of the Attorney General publication The Brown Act: Open Meetings for Legislative Bodies states that, since Government Code 54957.1 requires the Board to report, at the conclusion of a closed session, the approval of a final agreement concluding real property negotiations, the Board's power to grant authority to its negotiator must also include the power to finalize any agreement so negotiated.**

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s), ~~and the property under negotiation, and to specify~~ the person(s) with whom the negotiator may negotiate. For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

~~For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)~~

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

**When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)**

**Pending Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

<p>Note: Pursuant to Government Code 54956.9, the district is considered to be a "party," or to have "significant exposure," to a litigation if any of its officers or employees is a party or has significant exposure to the litigation under circumstances specified in items #1 and #2 below.</p>
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Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9~~(a)~~**(d)(1)**)
2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9~~(b)~~ **(d)(2), (3)**)

*Existing facts and circumstances* for these purposes are limited to the following:  
(Government Code 54956.9)

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s) and which do not need to be disclosed.
- b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s) and which must be publicly disclosed before the closed session or specified on the agenda.
- c. The receipt of a claim pursuant to the ~~To~~ **Government** Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

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

- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
  - e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat **of litigation** on ~~his/her~~ **the victim's** behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9~~(e)~~ **(d)(4)**)

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a) **(d)(1)**, the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) **(d)(2) or (3)** and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(e) **(d)(4)** and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

**Following the closed session, the Board shall publicly report, as applicable:**  
(Government Code 54957.1)

1. **Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.**
2. **Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.**
3. **Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.**

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

**If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)**

**Joint Powers Agency Issues**

Note: The following ~~section applies to~~ **paragraphs are for use** by districts participating in a joint powers agency (JPA) for insurance pooling or in a self-insurance authority.

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

*(cf. 3530 - Risk Management/Insurance)*

**Following the closed session, the Board shall publicly report the disposition of joint powers agency or self-insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)**

Note: Pursuant to Government Code 54956.96, a JPA may adopt a provision, either through a policy or through the joint powers agreement, authorizing a school district Board member serving on the JPA board to disclose confidential information received during the JPA board's closed session under the circumstances specified below. Government Code 54954.5 provides an agenda description for the purpose of this closed session. The following **optional** paragraphs are for use by districts that participate in a JPA that has adopted such a provision.

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may **also** meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA **that has direct financial or liability implications for the district**. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

~~The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)~~

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

Closed session agenda items related to conferences involving a JPA shall specify **the name of the JPA**, the closed session description used by the JPA, and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

**Review of Audit Report from California State Auditor's Office**

Note: Government Code 54956.75 authorizes the Board to meet in closed session to discuss a **confidential** final draft audit report from the California State Auditor's Office. This authority relates to situations in which a member of the legislature has requested the California State Auditor's Office to audit a school district. This audit is separate from the annual audit that districts must conduct pursuant to Education Code 41020. The law does not authorize the Board to meet in closed session to discuss the district's annual audit.

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

Note: Government Code 54956.75 does not specify reporting requirements for closed sessions related to the review of the audit report from the State Auditor. The following optional paragraph reflects the purpose of the closed session.

**Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.**

**Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - State Academic Achievement Tests)*

Note: The following optional paragraph provides for compliance with Government Code 54954.2, which requires the agenda to have a brief general description of all closed session items to be discussed. Government Code 54954.5 provides no specific description of agenda items related to closed sessions authorized by the Education Code.

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

**Note: Education Code 60617 does not specify reporting requirements for closed sessions related to the review of student assessment instruments. The following optional paragraph reflects the purpose of the closed session.**

**Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.**

*Legal Reference:*EDUCATION CODE32281 *School safety plans*35145 *Public meetings*35146 *Closed session (re student suspension) for student suspension or disciplinary action*44929.21 *Districts with ADA of 250 or more*48912 *Governing board suspension of student*48918 *Rules governing expulsion procedures; hearings and notice*49070 *Challenging content of students records*49073-49079 *Privacy of student records*60617 ~~Meetings of governing board~~ *Closed session (re review of contents of statewide assessment)*GOVERNMENT CODE3540-3549.3 *Educational Employment Relations Act*6252-6270 *California Public Records Act*54950-54963 *The Ralph M. Brown Act*CALIFORNIA CONSTITUTION*Article 1, Section 3 Public right to access information*UNITED STATES CODE, TITLE 201232g *Family Educational Rights and Privacy Act*CODE OF FEDERAL REGULATIONS, TITLE 3499.1-99.8 *Family Educational Rights and Privacy*COURT DECISIONS*Moreno v. City of King, (2005) 127 Cal.App.4th 17**Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860**Rim of the World Unified School District v. San Bernardino County Superior Court, (2002) 104 Cal.App.4th 1393**Bell v. Vista Unified School District, (2004)(2000) 82 Cal.App. 4th 672**Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87**Kleitman v. Superior Court of Santa Clara County, (1999) 87 Cal Rptr. 2d*

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

*Legal Reference: (continued)*

**CODE OF FEDERAL REGULATIONS, TITLE 34** (continued)

*Furtado v. Sierra Community College District* (1998) 68 Cal.App. 4th 876

*Roberts v. City of Palmdale*, (1993) 5 Cal.App. 4th 363

*San Diego Union v. City Council*, (1983) 146 Cal.App.3d 947

*Sacramento Newspaper Guild v. Sacramento County Board of Supervisors*, (1968) 263 Cal.App. 2d 41

*San Diego Union v. City Council*, (1983) 146 Cal.App.3d 947

**ATTORNEY GENERAL OPINIONS**

94 *Ops. Cal. Atty. Gen.* 82 (2011)

89 *Ops. Cal. Atty. Gen.* 110 (2006)

86 *Ops. Cal. Atty. Gen.* 210 (2003)

78 *Ops. Cal. Atty. Gen.* 218 (1995)

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

57 *Ops. Cal. Atty. Gen.* 209 (1974)

*Management Resources:*

**CSBA PUBLICATIONS**

*The Brown Act: School Boards and Open Meeting Laws, 2009-rev. 2014*

**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

*The Brown Act: Open Meetings for Legislative Bodies, 2003*

**LEAGUE OF CALIFORNIA CITIES PUBLICATIONS**

*Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010*

**WEB SITES**

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

California Office of the Attorney General's Office: <http://www.oag.ca.gov>

League of California Cities: <http://www.cacities.org>

(12/14 6/16) 7/19

# **Center Unified SD**

## **Board Bylaw**

### **Closed Session Purposes And Agendas**

#### **BB 9321** **Board Bylaws**

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold closed sessions only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meeting in accordance with law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)  
(cf. 9322 - Agenda/Meeting Materials)

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

(cf. 9321.1 - Closed Session Actions and Reports)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

(cf. 1340 - Access to District Records)

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

#### **Personnel Matters**

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an

employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

- (cf. 2140 - Evaluation of the Superintendent)
- (cf. 4115 - Evaluation/Supervision)
- (cf. 4118 - Suspension/Disciplinary Action)
- (cf. 4215 - Evaluation/Supervision)
- (cf. 4218 - Dismissal/Suspension/Disciplinary Action)
- (cf. 4315 - Evaluation/Supervision)

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

#### Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator

4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session to review the Board's position and/or instruct its designated representative regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. (Government Code 54957.6)

(cf. 2121 - Superintendent's Contract)

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

#### Matters Related to Students

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the

purpose of deliberating and determining whether the student should be expelled.  
(Education Code 48918)

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

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

(cf. 5117 - Interdistrict Attendance)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5125.3 - Challenging Student Records)

(cf. 5144 - Discipline)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

(cf. 5125 - Student Records)

#### Security Matters

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

#### Conference with Real Property Negotiator

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

#### Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(a))
2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant

exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
- b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda.
- c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

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

- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
- e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government

Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

#### Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3530 - Risk Management/Insurance)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

## Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

## Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

## Legal Reference:

### EDUCATION CODE

35145 Public meetings

35146 Closed session (re student suspension)

44929.21 Districts with ADA of 250 or more

48912 Governing board suspension

48918 Rules governing expulsion procedures; hearings and notice

49070 Challenging content of students records

60617 Meetings of governing board

### GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

6252-6270 California Public Records Act

54950-54963 The Ralph M. Brown Act

### COURT DECISIONS

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860

Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672

Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87

Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876

Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363  
Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263  
Cal.App. 2d 41  
San Diego Union v. City Council, (1983) 146 Cal.App.3d 947  
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59 Ops.Cal.Atty.Gen. 532 (1976)  
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# Add

**Board Bylaws**

E(1) 9321(a)

**CLOSED SESSION**

**BOARD MEETING AGENDA DESCRIPTIONS FOR CLOSED SESSION ITEMS**

The Governing Board meeting agenda shall include the following description of a closed session item, as applicable:

**Personnel Matters**

**PUBLIC EMPLOYEE APPOINTMENT**

Government Code 54957

Title:

---

*(Specify position to be filled)*

**PUBLIC EMPLOYMENT**

Government Code 54957

Title:

---

*(Specify position to be filled)*

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Government Code 54957

Title:

---

*(Specify position of employee being evaluated)*

**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Government Code 54957

*(No additional information is required. An employee's dismissal or nonrenewal shall not be reported until the employee has first exhausted any right to a hearing or other administrative remedy.)*

**SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE**

Government Code 54957

*(No additional information is required.)*

**EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN**

Government Code 54957.10

*(No additional information is required.)*

**CLOSED SESSION (continued)**

**Negotiations/Collective Bargaining**

CONFERENCE WITH LABOR NEGOTIATORS  
Government Code 54957.6

District-designated representatives:

---

*(Specify names of representatives attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session.)*

Employee organization:

---

*(Specify name of employee organization with which negotiations are being held.)*

or

Unrepresented employee:

---

*(Specify position of unrepresented employee who is the subject of the negotiations.)*

**Matters Related to Students**

STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION  
Education Code 35146  
Student identification number:

---

*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

STUDENT EXPULSION  
Education Code 48912  
Student identification number:

---

*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

STUDENT GRADE CHANGE APPEAL  
Education Code 49070  
Student identification number:

---

*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

**CLOSED SESSION (continued)**

**CONFIDENTIAL STUDENT MATTER**

Action under consideration:

\_\_\_\_\_  
*(If the Board is considering a confidential student matter other than those listed above, specify type of action.)*

Student identification number:

\_\_\_\_\_  
*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

**Security Matters**

**THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code 54957

Consultation with: \_\_\_\_\_

*(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)*

**DEVELOPMENT/APPROVAL OF TACTICAL RESPONSE PLAN**

Education Code 32281

Consultation with: \_\_\_\_\_

*(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)*

**Real Property Negotiations**

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code 54956.8

Property:

\_\_\_\_\_  
*(Specify street address or, if no street address, the parcel number or other unique reference of the real property under negotiation.)*

District negotiator:

\_\_\_\_\_  
*(Specify names of negotiators attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session.)*

**CLOSED SESSION (continued)**

Negotiating parties: \_\_\_\_\_  
(Specify name of party, not agent.)

Under negotiation: \_\_\_\_\_  
(Specify whether instruction to negotiator will concern price, terms of payment, or both.)

**Pending Litigation**

**CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**  
Government Code 54956.9(d)(1)

Name of case: \_\_\_\_\_  
(Specify by reference to claimant's name, names of parties, or case or claim numbers.)

or

Case name unspecified, as identification of the case would jeopardize service of process or existing settlement negotiations.

**CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**  
Government Code 54956.9(d)(2) or (3)

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3).  
Number of potential cases: \_\_\_\_\_

Or

Initiation of litigation pursuant to Government Code 54956.9(d)(4). Number of potential cases: \_\_\_\_\_

If applicable, facts and circumstances: \_\_\_\_\_  
(The district may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to Government Code 54956.9(e)(2)-(5). These include facts and circumstances, such as an accident, disaster, incident, or transactional occurrence that might result in litigation against the district and that are known to potential plaintiff(s).)

**Joint Powers Authority Issues**

**LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY**  
Government Code 54956.95

Name of claimant(s): \_\_\_\_\_

**CLOSED SESSION (continued)**

*(Specify name, except pursuant to Government Code 54961 when the claimant is a victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.)*

Name of agency against which the claim is made: \_\_\_\_\_

CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT Government Code 54956.96

Name of JPA: \_\_\_\_\_

Discussion will concern:

\_\_\_\_\_  
*(Specify closed session description used by the JPA.)*

Name of district representative on JPA board:

\_\_\_\_\_

Names of agencies or titles of representatives attending the closed session as consultants or other representatives, if applicable: \_\_\_\_\_  
\_\_\_\_\_

**Review of Audit from State Auditor's Office**

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE  
Government Code 54956.75  
*(No additional information is required.)*

**Review of Assessment Instruments**

REVIEW OF STUDENT ASSESSMENT INSTRUMENT  
Education Code 60617

The Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program. Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Add

Board Bylaws

E(2) 9321(a)

**CLOSED SESSION**

**REPORTS OF CLOSED SESSION ACTIONS**

Following a closed session during any Governing Board meeting, the Board shall reconvene in open session to present, orally or in writing, a report of any of the following actions taken during the closed session, as applicable:

**Personnel Matters**

Title of position: \_\_\_\_\_

Action taken: \_\_\_\_\_  
(e.g., appointment/employment/evaluation/discipline/dismissal/release)

Board member votes/abstentions: \_\_\_\_\_

**Negotiations/Collective Bargaining**

Approval of final agreement with represented employees

Item approved: \_\_\_\_\_

Other party/parties to the negotiation: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

**Matters Related to Students**

*(Final action must be taken in open session. It is recommended that the student's name not be disclosed.)*

**Security Matters**

Action taken: \_\_\_\_\_  
(e.g., consultation with law enforcement; approval of contract or memorandum of understanding; approval of tactical response plan, without disclosing the details of the plan)

Board member votes/abstentions: \_\_\_\_\_

**Real Property Negotiations**

Action taken: \_\_\_\_\_  
(Report if Board approves a final agreement concluding real estate negotiations. If final approval rests with the other party, report as soon as the other party has approved the agreement.)

**CLOSED SESSION (continued)**

Substance of the agreement: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

**Existing Litigation**

Action taken related to existing litigation:

*(e.g., approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation; or approval to legal counsel of a settlement of pending litigation at any stage prior to or during a judicial or quasi-judicial proceeding. If final approval of settlement rests with the other party, report to any person upon request once the settlement is final.)*

Adverse party/parties, if known: \_\_\_\_\_

Substance of the litigation: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

**Anticipated Litigation**

Action taken: The Board has given approval to legal counsel to initiate or intervene in a lawsuit. The action, defendants, and other details will be disclosed to any person upon request after the lawsuit is commenced, unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.

*(The report does not need to initially identify the action, defendants, or other details.)*

Board member votes/abstentions: \_\_\_\_\_

**Joint Powers Agency Issues**

**LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY**

Name of claimant(s): \_\_\_\_\_

Name of agency against which the claim is made: \_\_\_\_\_

Substance of the claim: \_\_\_\_\_

Monetary settlement agreed upon by the claimant: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

**CLOSED SESSION** (continued)

**CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT**

Name of JPA: \_\_\_\_\_

Action taken: \_\_\_\_\_  
*(Law does not include any specific disclosures to be reported.)*

Board member votes/abstentions: \_\_\_\_\_

**Review of Audit from State Auditor's Office**

Action taken: The Board reviewed the confidential final draft audit report received from the California State Auditor's Office and has prepared a response.  
*(No additional information is required. Unless otherwise exempted by law, after the audit report is subsequently released to the public, any Board discussion of the report must be conducted in open session.)*

**Review of Assessment Instruments**

Action taken: The Board reviewed the contents of a student assessment instrument approved or adopted for the statewide testing system.

# **Center Unified SD**

## **Board Bylaw**

### **Closed Session Actions And Reports**

BB 9321.1

#### **Board Bylaws**

No matters other than those announced in open session shall be acted upon during the closed session. (Government Code 54957.7)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall reconvene in open session before adjourning and report closed session actions, the votes or abstentions thereon, and other disclosures required by Government Code 54957.1. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing them. (Government Code 54957.7)

#### **Personnel Matters**

The Board shall report any personnel action taken and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall identify the title of the position. However, the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 2123 - Evaluation of the Superintendent)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

#### **Negotiations/Collective Bargaining**

Final action on the proposed compensation of one or more unrepresented employees shall not be taken during the closed session. (Government Code 54957.6)

Approval of an agreement concluding closed session labor negotiations with represented employees shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

## Student Matters

Actions related to student matters shall be taken in open session and shall be a matter of public record. No information shall be released in violation of student privacy rights provided in law. (Education Code 35146, 48918; 20 USC 1232))

In an expulsion action, the student's name shall not be disclosed, but the cause for the expulsion shall be disclosed in open session.

- (cf. 5117 - Interdistrict Attendance)
- (cf. 5119 - Students Expelled from Other Districts)
- (cf. 5125 - Student Records)
- (cf. 5125.3 - Challenging Student Records)
- (cf. 5144 - Discipline)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)

## Real Estate Negotiations

Approval of an agreement concluding real estate negotiations shall be reported after the agreement is final. If the Board renders the agreement final, it shall report that approval, the votes or abstentions thereon, and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

## Pending Litigation

The Board shall report the following actions related to pending litigation, and the votes or abstentions thereon, at the public meeting during which the closed session is held: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation and if final approval rests

with the other party or with the court, the district shall report the fact of approval, the substance of the agreement and the vote and abstentions thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

#### JPA/Self-Insurance Claims

The Board shall report the disposition of joint powers authority or self-insurance claims and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall include the name of the claimant(s), the name of the agency claimed against, the substance of the claim and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

(cf. 3320 - Claims and Actions Against the District)  
(cf. 3530 - Risk Management/Insurance)

#### Review of Assessment Instruments

At the public meeting during which the Board holds a closed session to review student assessment instruments, the Board shall confirm that this review was made. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

(cf. 6162.5 - Student Assessment)

#### Legal Reference:

##### EDUCATION CODE

35145 Public meetings

35146 Closed session (re student matters)

48918 Rules governing expulsion procedures; hearings and notice

49073-49079 Privacy of student records

60617 Meetings of governing board

##### GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially:

54957.1 Closed sessions; public report of action taken

54957.6 Closed sessions; representatives to employee organization(s)

54957.7 Disclosure of items to be discussed

##### UNITED STATES CODE, TITLE 20

1232 Family Educational Rights and Privacy Act

##### CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy

80 Ops.Cal.Atty.Gen. 85 (1997)

##### COURT CASES

Kleitman v. Superior Court of Santa Clara County 87 Cal Rptr. 2d (1999)

Bylaw  
adopted: August 5, 1998

CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California