

CENTER JOINT UNIFIED SCHOOL DISTRICT

www.centerusd.org

Local Control Accountability Plan Goals:

1. All students will graduate college/career ready through high-quality instruction coupled with interventions and supports (Multi-Tiered System of Supports) that eliminate barriers to student success.
2. All educational partners will experience a school and district climate that is physically and emotionally safe and supportive.
3. All students will benefit from improved partnerships and communication with all educational partners.

BOARD OF TRUSTEES REGULAR MEETING

**District Board Room
Center Joint Unified School District Annex
3243 Center Court Lane, Antelope, CA 95843**

This meeting will be held in accordance with California Government Code Section 59453, Subdivision (e) of the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal American with Disabilities Act. While this meeting will be physically open to the public, members of the public may view the meeting as televised via our YouTube page (below), or may participate and comment via the application, Zoom (video or call-in options). The link and call-in numbers to the Zoom access will be available on the day of the meeting. Members of the public may address the Board on the topics of our Board agenda in addition to topics that are under the jurisdiction of the Board and are not on the agenda, although, the board, by law, may not take action at this meeting on non-agendized topics. If you wish to make a public comment during Public Comments or public comment time of an item while attending in person, please complete a speaker card. If you wish to make a public comment during Public Comments or public comment time of an item while attending remotely, login to the Zoom link or Zoom Call In number, click the "raise hand" button during the item you wish to comment on. The meeting host will unmute your mic at the appropriate time.

Livestream:

<https://www.centerusd.org/Board/Board-Livestream/index.html>

Wednesday, May 15, 2024 - 6:00 p.m.

- I. CALL TO ORDER & ROLL CALL - 5:00 p.m.**
- II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
 1. Public Employee Discipline/Dismissal/Release (G.C. §54957)
 2. Public Employee Performance Evaluation (**Certificated**) – Superintendent
- III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION**
- IV. CLOSED SESSION - 5:00 p.m.**
- V. OPEN SESSION - CALL TO ORDER - 6:00 p.m.**

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

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

VI. FLAG SALUTE

In recognition of free speech and the following board agenda item, we welcome all and would like to note that saying the pledge of allegiance is not a requirement to participate in the business of this public board. If you do not say the pledge for religious, political, social, or personal reasons, you are most welcome here as an equal participant in the business of this board.

VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Info/Action

VIII. ADOPTION OF AGENDA

Action

IX. RECOGNITIONS

Info

X. ORGANIZATION REPORTS (3 minutes each)

Info

1. CUTA – Venessa Mason, President
2. CSEA – Niesha Harris, President

XI. REPORTS/PRESENTATIONS (8 minutes each)

Info

Facilities

Curr & Instr

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Personnel

1. **Twin Rivers Police Update** – Lieutenant Kocher, TRPD
2. **2023-2024 Panorama School Climate & Culture Survey Update** – Ryan Miranda
3. **Voices, District Student Advisory Council, Report** – Tami Jbeily
4. **Human Resources Report** – Chris Borasi

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

Public
Comments
Invited

Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 54954.2. A speaker shall be limited to 3 minutes (Board Policy 9323). All public comments on items listed on this agenda will be heard at the time the Board is discussing that item.

XIII. CONSENT AGENDA (5 minutes)

Action

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

Governance

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Personnel

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Student Services

Special Edu.

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Curr & Instr

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Facilities

1. Approve Adoption of Minutes from April 12, 2024 Special Meeting
2. Approve Adoption of Minutes from April 17, 2024 Regular Meeting
3. Approve 2024-25 Board Meeting Schedule
4. Approve Governance Calendar – Timeline at a Glance 2024-25
5. Approve Classified Personnel Transactions
6. Approve Certificated Personnel Transactions
7. Approve 2024-25 Expanded Learning Opportunities Program Services (ELOP) Agreement between Center Joint Unified School District and Sunrise Recreation and Park District
8. Ratify Contract with the Special Education Information System (SEIS) to Integrate Data with AERIES Student Information System
9. Approve 24/25 Practi-Cal Agreement
10. Approve Professional Service Agreement with Document Tracking Services
11. Approve US Department of Education & ReSolve Math Study Agreement #1579-CJUSD-2000-01
12. Approve Memorandum of Understanding Between Center Joint Unified School District and UCSF 2024-2025 Research Engagement with Multitudes Literacy Screening and Early Intervention Pilot Program
13. Approve 24/25 Designation of CIF Representative to League
14. Approve Surplus Books to Recycle/Discard – Spinelli
15. Approve WestEd 2024-25 Proposed Scope of Work
16. Ratify Consultant Services Agreement for Hazardous Materials Inspection Services

- ↓ 17. Approve Change Order #01 for Center High School Modernization Project between Landmark Constructors, Inc. and Center Joint Unified School District
- ↓ 18. Approve Change Order #01 for the Oak Hill Elementary School Modernization Project #23-03 Between Rodan Builders, Inc. and Center Joint Unified School District
- ↓ 19. Approve Dudley Elementary School Fencing Project #24-01, Agreement by and between Pisor Fence Division, Inc. and Center Joint Unified School District
- ↓ 20. Approve Spinelli Elementary School Fencing Project #24-02, Agreement by and between Arrow Fence Company and Center Joint Unified School District
- ↓ 21. Approve Dudley Elementary School Painting Portable Buildings Project #24-03, Agreement by and between H.B. Restoration, Inc. and Center Joint Unified School District
- ↓ 22. Approve Dudley Elementary School Painting Portable Buildings Project #24-04, Agreement by and between H.B. Restoration, Inc. and Center Joint Unified School District
- ↓ 23. Approve Spinelli Elementary School Painting Portable Buildings Project #24-05, Agreement by and between Diamond Painting Co. KK and Center Joint Unified School District
- ↓ 24. Approve Dudley Elementary School Resurfacing & Stripe Hardcourt Project #24-06, Agreement by and between Safe Roads DVBE and Center Joint Unified School District
- ↓ 25. Approve Dudley Elementary School Resurfacing & Stripe Parking Lot Project #24-07, Agreement by and between Safe Roads DVBE and Center Joint Unified School District
- ↓ 26. Approve Dudley Elementary School Administration Building Modification Project #24-08, Agreement by and between Kaler General Contractors, Inc. and Center Joint Unified School District
- ↓ 27. Approve Central Freezer Facility at Maintenance & Operations Yard Project #24-09, Agreement by and Between Pro Builders and Center Joint Unified School District
- ↓ 28. Approve Roofing of Permanent and Portable Buildings Project #24-10, Agreement by and between Best Contracting Services, Inc. and Center Joint Unified School District
- ↓ 29. Approve Roofing at Center High School Annex Building Project #24-11, Agreement by and between Mountain Roofing Systems and Center Joint Unified School District
- ↓ 30. Approve Disposal of Surplus Item:
True Refrigerator – ID Tag 003136CNUSD
- Business 31. Approve Payroll Orders: April 2024
- ↓ 32. Approve Supplemental Agenda (Vendor Warrants): April 2024

XIV. INFORMATION ITEMS

1. Proposition 28 – Art and Music in Schools (AMS)

XV. BUSINESS ITEMS

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|------------|-----------|--|--------|
| Governance | A. | <u>Resolution #27/2023-24: Resolution Calling for Presidential General District Election - Sacramento County</u> | Action |
| ↓ | B. | <u>Resolution #28/2023-24: Declaring an Election Be Held in Its Jurisdiction; Requesting the Board of Supervisors to Consolidate With Any Other Election Conducted on Said Date; and Requesting Election Services by the County Clerk – Placer County</u> | Action |



C. First Reading: Policies, Regulations and Exhibits

Action

Board Policy 0450 - Comprehensive Safety Plan

Policy updated to reference **NEW LAW (SB 323, 2023)** which (1) authorizes a school employee, a student's parent/guardian or educational rights holder, or a student, at specified times, to bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive safety plan to the principal, and if there is merit to the concern requires the principal to make appropriate modifications, and (2) requires comprehensive safety plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973. Additionally, policy updated to clarify that portions of the comprehensive safety plan that include tactical response to criminal incidents are not required to, but may be, publicly disclosed.

Administrative Regulation 0450 - Comprehensive Safety Plan

Regulation updated to clarify that written notifications to specified persons and entities are required when those persons or entities are available and to reflect **NEW LAW (SB 323, 2023)** which (1) authorizes a school employee, a student's parent/guardian or educational rights holder, or a student, at specified times, to bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive safety plan to the principal, and if there is merit to the concern requires the principal to make appropriate modifications, and (2) requires comprehensive safety plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973. Additionally, regulation updated to reflect **NEW LAW (SB 671, 2023)** which requires a district's comprehensive safety plan to include procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, an activity sponsored by the school, or on a school bus serving the school. In addition, regulation updated to reflect **NEW LAW (SB 10, 2023)** which requires schools that serve students in any of grades 7- 12 to include in their comprehensive safety plans a protocol in the event a student is suffering or reasonably believed to be suffering from an opioid overdose. Regulation also updated to reference **NEW LAW (AB 1023, 2023)** which provides schools increased cybersecurity support.

Board Policy 0460 - Local Control and Accountability Plan

Policy updated to reflect **NEW LAW (SB 114, 2023)** which (1) requires numerous changes to the local control and accountability plan (LCAP) for use in the 2024-25 school year, and (2) adds "long-term English learners," defined by **NEW LAW (SB 141, 2023)** as a student who has not attained English language proficiency within seven years of initial classification as an English learner, as a numerically significant subgroup. Policy also updated to add headers for clarity, align the structure of the policy with the LCAP process, and clarify references to the annual update and budget overview for parents/guardians.

Administrative Regulation 0460 - Local Control and Accountability Plan

Regulation updated to reflect **NEW LAW (SB 114, 2023)** which (1) requires numerous changes to the local control and accountability plan (LCAP) for use in the 2024-25 school year, and (2) adds "long-term English learners," defined by **NEW LAW (SB 141, 2023)** as a student who has not attained English language proficiency within seven years of initial classification as an English learner, as a numerically significant subgroup. Regulation also updated to add "Timeline" section to provide greater specificity regarding required LCAP dates and recommended dates based on best practice, and reflect **NEW LAW (SB 609, 2023)** which requires districts to post the LCAP on the performance overview portion of the California School Dashboard.

Delete - Board Policy 0470 - COVID-19 Mitigation Plan

Policy deleted as unnecessary due to expiration of COVID-19 public health emergency declaration, with relevant concepts incorporated into other policies.

Board Policy 0500 - Accountability

Policy updated to reflect that the U.S. Department of Education declined the California Department of Education's (CDE) waiver request that would have allowed for the continued use of modified methods for calculating the Academic and Graduation Rate Indicators, resulting in the California School Dashboard no longer including any modified methods applied to state indicators and all Dashboard Alternative School Status schools being treated the same as all other schools on the Dashboard. Policy also updated to reflect **NEW LAW (SB 114, 2023)** which (1) adds "long-term English learners," defined by **NEW LAW (SB 141, 2023)** as a student who has not attained English language proficiency within seven years of initial classification as an English learner, as a numerically significant subgroup, (2) creates a new basis for technical assistance when the district fails to meet specified data submission requirements, and (3) specifies when the California Collaborative for Educational Excellence (CCEE) will consult with the district and any provider of technical assistance to determine if assistance from CCEE is necessary.

First Reading: Policies, Regulations and Exhibits (continued)

Board Policy 0520 - Intervention in Underperforming Schools

Policy updated to reflect **NEW LAW (SB 114, 2023)** which (1) expands technical assistance based on a numerically significant student subgroup not making sufficient progress towards its local control and accountability plan (LCAP) to include identifying student subgroups that are low performing or experiencing significant disparities from other students or subgroups as identified on the California School Dashboard, (2) creates a new basis for technical assistance when the district fails to meet specified data submission requirements which includes identifying areas of strengths and weaknesses in the identified goals, actions, and services addressed in the LCAP, and reviewing the district's data management policies and collection and submission processes to ensure the submission of accurate data according to the processes and timelines established by the California Department of Education, and (3) specifies when the California Collaborative for Educational Excellence (CCEE) will consult with the district and any provider of technical assistance to determine if assistance from CCEE is necessary.

Administrative Regulation 1220 - Citizen Advisory Committees

Regulation updated to reflect **NEW LAW (SB 1057, 2022)** which exempts special education advisory committees from Brown Act requirements pertaining to open meetings, and instead requires these committees to comply with "mini" Brown Act requirements. Regulation also updated to more closely align with law and to clarify language.

Board Policy 1431 - Waivers

Policy updated to reference **NEW LAW (SB 114, 2023)** which prohibits a waiver request for transitional kindergarten and kindergarten requirements provided for in specified Education Code sections. Policy also updated to provide that advertisement of the notice for the public hearing which is required prior to the Governing Board submitting a waiver request to the State Board of Education includes publishing it on the district's website.

Delete - Board Policy 2300 – Conflict Of Interest Code: Designated Personnel

Policy deleted as list is outdated and all current positions required to file are listed in E9270

Board Policy 3400 - Management of District Assets/Accounts

Policy updated to reflect **NEW LAW (SB 1439, 2022)** related to conflict of interest from campaign contributions and existing conflict of interest provisions by providing that Governing Board members and district employees involved in the making of contracts on behalf of the district comply with the district's conflict of interest policy as specified in Board Bylaw 9270 - Conflict of Interest. Policy also updated to direct the Superintendent to submit reports of the district's financial status to the Board, in accordance with Board Policy and Administrative Regulation 3460 - Financial Reports and Accountability, and develop additional internal controls to strengthen fraud prevention.

Administrative Regulation 3400 - Management of District Assets/Accounts

Regulation updated to reference Governmental Accounting Standards Board's (GASB) Statement #87 regarding lease accounting and GASB Statement #96 regarding subscription-based information technology agreements. Regulation also updated to clarify that the district should utilize the California Department of Education's standardized account code structure software to develop financial reports, and that the district's accounting system should comply with generally accepted accounting principles prescribed by GASB and meet other state and federal reporting guidelines. Additionally, regulation updated to expand the list of actions that constitute fraud, financial improprieties or irregularities; separate out district and county office of education investigations; clarify that the district cooperate with the County Superintendent of Schools, Fiscal Crisis and Management Assistance Team, law enforcement, or other governmental entities that conduct a fraud investigation; and, consult legal when discussing or disclosing the result of any fraud investigation.

Board Policy 3516 - Emergency and Disaster Preparedness Plan

Policy updated to reflect **NEW LAW (SB 323, 2023)** which requires school emergency and disaster preparedness plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973.

Administrative Regulation 3516 - Emergency and Disaster Preparedness Plan

Regulation updated to include an attack or threat of attack to the district's digital network and technology infrastructure to the list of emergencies and disasters that the district and/or school site plans should cover, and routine monitoring of such technology as part of the district's strategies and actions for prevention/mitigation, preparedness, response, and recovery. Additionally, regulation updated to reference **NEW LAW (AB 1023, 2023)** which provides schools increased cybersecurity support, include automatic dialing devices as a form of communication during an emergency, and expand the list of critical information that would be needed in an emergency.

First Reading: Policies, Regulations and Exhibits (continued)

Board Policy 3550 - Food Service/Child Nutrition Program

Policy updated to reflect **NEW LAW (SB 348, 2023)** which (1) clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded free or reduced-price meal, (2) defines a "nutritionally adequate breakfast and lunch," and (3) requires that students be provided with adequate time to eat. Additionally, policy updated to reflect **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. In addition, policy updated to reflect **NEW LAW (SB 114, 2023)** which establishes school food best practices such as serving freshly prepared onsite meals using minimally processed, locally grown, and sustainable food, giving priority to California-grown or produced foods, and increasing plant-based or restricted diet food options for students. Policy updated to reflect California Department of Food and Agriculture guidance about school gardens.

Administrative Regulation 3550 - Food Service/Child Nutrition Program

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

Board Policy 3551 - Food Service Operations/Cafeteria Fund

Policy updated to reflect **NEW LAW (SB 348, 2023)** which clarifies that (1) the establishment of a cafeteria fund does not preclude the district from using other funds for the purpose of purchasing school meals, and (2) districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded free or reduced-price meal. Additionally, policy updated to reflect **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided and **NEW LAW (SB 114, 2023)** which establishes school food best practices such as giving priority to using California-grown or produced, sustainably grown, or whole or minimally processed foods, increasing plant-based or restricted diet food options for students, and preparing fresh meals onsite.

Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

Board Policy 3553 - Free and Reduced Price Meals

Policy updated to reflect **NEW LAW (SB 348, 2023)** which clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, regardless of the student's eligibility for a federally funded free or reduced-price meal, and **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. Additionally, policy updated to clarify that meals served under the school nutrition program meet district-adopted guidelines, in addition to state and federal nutrition standards. In addition, policy updated to more closely align with code language.

Administrative Regulation 3553 - Free and Reduced Price Meals

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

Board Policy 4111/4211/4311 - Recruitment and Selection

Policy updated to reflect **NEW GUIDANCE** from the California Department of Education and the Commission on Teacher Credentialing related to the benefit to students when district staff reflects the racial, ethnic, linguistic and cultural diversity of the district, and when the district's recruitment and selection process seeks to establish and maintain a diverse staff. Additionally, policy updated to include that the pay scale for an open position be included in the job posting. In addition, policy updated to include that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, and reflect **NEW LAW (SB 700, 2023)** which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. In addition, policy updated to provide that the district retains the right to maintain drug-free schools and to prohibit employees from possessing, being impaired by, or using cannabis while on the job. Policy also updated to include that, in addition to Governing Board approval and district needs, the provision of incentives to recruit teachers be in accordance with any applicable collective bargaining agreement.

First Reading: Policies, Regulations and Exhibits (continued)

Administrative Regulation 4112.5/4212.5/4312.5 - Criminal Record Check

Regulation updated to reference that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, including **NEW LAW (SB 700, 2023)** which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. Additionally, regulation updated for clarity.

Exhibit(1) 4112.5/4212.5/4312.5 - Criminal Record Check

Exhibit reviewed in conjunction with the update of the accompanying Administrative Regulation.

Board Policy 4118 - Dismissal/Suspension/Disciplinary Action

Policy updated to generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION (Visalia Unified School District v. PERB)** which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

Regulation 4118 - Dismissal/Suspension/Disciplinary Action

Regulation updated to reference that discrimination against a person in termination or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace is prohibited, and to clarify that proper notice is required by March 15 of the employee's second complete consecutive year of employment for the district to not rehire a probationary employee for the following school year without giving a statement of reasons. Additionally, regulation updated to delete outdated material and for clarity.

Board Policy 4140/4240/4340 - Bargaining Units

Policy updated to clarify use of "employee organization," "recognized employee organization," "exclusive representative," and "bargaining unit". Additionally, policy updated to clarify Public Employee Relations Board opinions regarding when a district may restrict the wearing of union buttons, insignia, or other pictorial or written messages by employees, when a district may limit an employee organization's ability to communicate with its members, and what constitutes "reasonable restrictions" by a district. In addition, policy updated to remove outdated material related to COVID-19, and reflect **NEW LAW (AB 243, 2023)** which extends the Safe at Home address confidentiality protection to victims of child abduction and members of their households. Policy also updated for clarity, precision, organization, and consistency.

Board Policy 4157/4257/4357 - Employee Safety

Policy updated to reference **NEW LAW (SB 553, 2023)** which requires, starting July 1, 2024, districts to establish, implement, and maintain at all times and in all work areas a workplace violence prevention plan with specified components.

Administrative Regulation 4157/4257/4357 - Employee Safety

Regulation updated to add that the Department of Industrial Relations Division of Occupational Safety and Health may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to an imminent hazard. Additionally, regulation updated to reflect **NEW LAW (SB 553, 2023)** which requires, starting July 1, 2024, districts to (1) establish, implement, and maintain at all times and in all work areas a violence prevention plan with specified components, and (2) provide all employees with training when the plan is first established and annually thereafter. In addition, regulation updated to delete outdated information related to actions districts were required to take upon notice of potential exposure to COVID-19.

Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries

Regulation updated to move material related to notice requirements for an employee who is a victim of a crime for better placement of content, and delete outdated information related to workers' compensation benefits for illness or death resulting from COVID-19.

First Reading: Policies, Regulations and Exhibits (continued)

Board Policy 4218 - Dismissal/Suspension/Disciplinary Action

Policy updated to add that the Governing Board expects all employees to serve as positive role models at school and in the community for consistency with expectations for certificated staff, generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION** (Visalia Unified School District v. PERB) which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, clarify that if a timely request for a hearing is submitted, a third-party hearing officer is required to conduct the hearing if the Board has delegated such authority, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action

Regulation updated to reference that discrimination against a person in termination or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace is prohibited. Additionally, regulation updated to delete outdated material and for clarity.

Administrative Regulation 5126 - Awards for Achievement

Regulation updated to reflect **NEW LAW (AB 370, 2023)** which revises the criteria needed to be met for a student to be awarded the State Seal of Biliteracy, and to clarify the eligibility requirements for an English learner to be eligible for the State Seal of Biliteracy.

Board Policy 5131.2 - Bullying

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which requires that the district's policy prohibiting discrimination, harassment, intimidation, and bullying include a statement that the policy applies to all acts of the Governing Board and Superintendent in enacting policies and procedures that govern the district. Policy also updated to reference **NEW U.S. DEPARTMENT OF EDUCATION GUIDANCE** addressing discrimination, and reflect CSBA's policy brief, "School Safety: Bullying and Cyberbullying," which encourages district families to model respectful behavior, contribute to a safe and supportive learning environment, and monitor potential causes of bullying.

Administrative Regulation 5131.2 - Bullying

Regulation updated to expand the definition of "cyberbullying" to reflect CSBA's policy brief, "School Safety: Bullying and Cyberbullying." Regulation also updated to add additional measures to prevent bullying as provided in **NEW U.S. SURGEON GENERAL GUIDANCE** by developing a strategic plan for school connectedness and social skills with benchmark tracking, implementing socially based educational techniques, creating a supportive school environment that fosters belonging, and building social connection into health education courses. Additionally, regulation updated to include digital and media literacy skills in student instruction, as provided in **NEW U.S. SURGEON GENERAL GUIDANCE**, expand the responsibilities of staff as role models for students, and reflect **NEW LAW (AB 2879, 2022)** which requires a social media platform to establish a mechanism that allows any individual, regardless of whether that individual has a profile on the internet-based service, to report cyberbullying. Regulation additionally updated to reflect **NEW LAW (AB 1165, 2023)** which encourages the district to have a student who has been suspended, or for whom other means of correction have been implemented for an incident of racist bullying, harassment, or intimidation, and the victim, to engage in a restorative justice practice suitable to address the needs of both of the students, engage the perpetrator in a culturally sensitive program, and to regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues.

Board Policy 5141.21 - Administering Medication and Monitoring Health Conditions

Policy updated to reflect **NEW LAW (AB 1283, 2023)** which authorizes districts to provide emergency stock albuterol inhalers to school nurses or trained personnel who have volunteered, who may use the inhaler to provide emergency medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress, and **NEW LAW (AB 1722, 2023)** which authorizes districts to hire a licensed vocational nurse following Governing Board approval that a diligent search was conducted for a credentialed school nurse.

First Reading: Policies, Regulations and Exhibits (continued)

Administrative Regulation 5141.21 - Administering Medication and Monitoring Health Conditions

Regulation updated to reference **NEW LAW (AB 1722, 2023)** which authorizes districts to hire a licensed vocational nurse following Governing Board approval that a diligent search was conducted for a suitable credentialed nurse, include definitions that pertain to new legislation, and reflect **NEW LAW (AB 1651, 2023)** which (1) includes holders of an Activity Supervisor Clearance Certificate as those for whom districts are required to provide epinephrine auto-injectors if they have volunteered to administer them in an emergency and have received training, and (2) requires schools that provide epinephrine auto-injectors to store them in an accessible location and include that location in annual notices to staff. Regulation also updated to reflect **NEW LAW (AB 1283, 2023)** which authorizes districts to provide emergency stock albuterol inhalers to school nurses or trained personnel who have volunteered, who may use the inhaler to provide emergency medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress, **NEW LAW (SB 114, 2023)** which appropriates funding to county offices of education for the purpose of purchasing and maintaining a sufficient stock of opioid antagonists for districts, **NEW LAW (AB 1166, 2023)** which provides that employees and volunteers who render emergency treatment at the scene of an opioid overdose or suspected opioid overdose by administering an opioid antagonist will not be liable for civil damages resulting from an act or omission, unless such act constitutes gross negligence or willful or wanton misconduct, and **NEW LAW (AB 1810, 2022)** which authorizes a school nurse or a volunteer designated and trained to administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed such medication from a health care provider and is suffering from a seizure.

Board Policy 5144 - Discipline

Policy updated to reflect **NEW LAW (SB 291, 2023)** which, beginning with the 2024-25 school year, prohibits a school staff member from denying a student's recess unless the student's participation poses an immediate threat to the physical safety of the student or one or more of the student's peers. Additionally, policy updated to clarify that the Governing Board may, but is not required, to review approved discipline rules for consistency with Board policy and state law. In addition, policy updated to include interventions and supports to students as a priority in determining appropriate discipline.

Administrative Regulation 5144 - Discipline

Regulation updated to clarify that "junior high" and "high school students" are interpreted to mean students in grades 7-12, which affects the list of representatives for the development of site-level disciplinary rules, and that supervised suspension is one of the means of discipline that may be used when other means of correction have failed to bring about proper conduct. Additionally, regulation updated to reflect **NEW LAW (SB 10, 2023)** which expresses the legislative intent that districts use alternatives to a referral of a student to a law enforcement agency in response to an incident involving the student's misuse of an opioid to the extent that the alternative is not in conflict with any other law requiring a referral, and that a multi-tiered system of supports may be utilized, **NEW LAW (AB 1165, 2023)** which encourages districts to have a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racist bullying, harassment, or intimidation, and the victim, to engage in a restorative justice practice suitable to address the needs of both of the students, engage the perpetrator in a culturally sensitive program, and to regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues, and **NEW LAW (SB 291, 2023)** which, beginning with the 2024-25 school year, prohibits a school staff member from denying a student's recess unless the student's participation poses an immediate threat to the physical safety of the student or one or more of the student's peers.

Board Policy 5148.3 - Preschool/ Early Childhood Education

Policy updated to include that the district may enroll children who are in a transitional kindergarten (TK) or kindergarten program in a California State Preschool Program (CSPP) before and/or after the regular school day in order to provide families with the option of a full-day, high-quality instructional program, and reflect **NEW LAW (SB 141, 2023)** which requires a district that offers TK to early enrollment children to concurrently offer enrollment in a CSPP, if offered by the district, and space permitting.

Administrative Regulation 5148.3 - Preschool/ Early Childhood Education

Regulation updated to reflect **NEW LAW (SB 141, 2023)** which requires a district that offers transitional kindergarten (TK) to early enrollment children to concurrently offer enrollment in a California State Preschool Program (CSPP), and to add the definition of "early enrollment child." Regulation also updated to reflect **NEW LAW (SB 141, 2023)** which revises the enrollment priorities for part-day CSPP programs, and **NEW LAW (AB 116, 2023)** which allows family fees accrued but not collected prior to October 1, 2023, to be forgiven, and not collected. Additionally, Regulation updated to reflect **NEW CALIFORNIA DEPARTMENT OF EDUCATION GUIDANCE** which provides definitions related to suspension.

First Reading: Policies, Regulations and Exhibits (continued)

Administrative Regulation 6115 - Ceremonies and Observances

Regulation updated to reflect **NEW LAW (AB 800, 2023)** which requires districts to observe, during the week that includes April 28, "Workplace Readiness Week" by providing high school students with specified information on their rights as workers, and, for students in grades 11 and 12, for the observances to be integrated into the regular school program consistent with the history-social science framework. Additionally, regulation updated to reflect that specified commemorative exercises may be required by law. In addition, regulation updated to add to the list of when the national flag is required to fly at half-staff to include the death of a first responder in the state who dies while serving in the line of duty.

Board Policy 6142.8 - Comprehensive Health Education

Policy updated to reflect **NEW U.S. SURGEON GENERAL GUIDANCE** related to (1) the importance of social connection in individual and societal health and well-being, and (2) the impact of social media on children and adolescents. Policy also updated to include the requirement that if districts offer health education courses to middle or high school students the course must include mental health instruction.

Board Policy 6146.1 - High School Graduation Requirements

Policy updated to reflect **NEW LAW (AB 714, 2023)** which changes "students participating in a newcomer program" to "newcomer students" for purposes of exemptions from district-adopted graduation requirements, and **NEW LAW (SB 114, 2023)** and **NEW LAW (SB 141, 2023)** which (1) specifies that the exemption for a student with a disability from all coursework and other requirements adopted by the Board that are in addition to statewide course requirements applies to a student with a disability who entered 9th grade in the 2022-23 school year, (2) revises the eligibility criteria for the exemption, and (3) provides that participation in graduation activities by a student with a disability who is exempted from district-adopted graduation requirements that are in addition to the statewide course requirements may not be construed as a termination of the district's responsibility to provide a free appropriate public education unless the student's individualized education program team has determined that the student has completed the high school experience. Policy also updated to add to the list of permissible retroactive diplomas a former member of the military who is a resident of California and received an honorable discharge, or, a current member of the military who is a resident of California and was a resident of California when entered the military.

Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities

Policy updated to reflect **NEW LAW (SB 114, 2023)** and **NEW LAW (SB 141, 2023)** which (1) specifies that the exemption for a student with a disability from all coursework and other requirements adopted by the Board that are in addition to statewide course requirements applies to a student with a disability who entered 9th grade in the 2022-23 school year, (2) revises the eligibility criteria for the exemption, and (3) provides that participation in graduation activities by a student with a disability who is exempted from district-adopted graduation requirements that are in addition to the statewide course requirements may not be construed as a termination of the district's responsibility to provide a free appropriate public education unless the student's individualized education program team has determined that the student has completed the high school experience..

Board Policy 6170.1 - Transitional Kindergarten

Policy updated to clarify that a child's eligibility for transitional kindergarten (TK) enrollment may not impact family eligibility for a preschool or childcare program and that the district may admit into the TK program a child whose fifth birthday is after the date specified for admittance for the applicable year provided that upon the recommendation of the Superintendent or designee, the Governing Board determines that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Policy also updated to reflect **NEW LAW (SB 141, 2023)** which (1) requires a district that offers TK to early enrollment children to concurrently offer enrollment in a California State Preschool Program, if offered by the district and space permitting, and (2) requires any classroom that includes an early enrollment child to maintain a classroom enrollment that does not exceed 20 students and an adult-to-student ratio of at least one adult to every 10 students. Additionally, policy updated to include that average TK class size enrollment does not include students who are continuously enrolled in and meet the minimum day requirements for independent study for more than 14 school days in a school year.

Administrative Regulation 6173.3 - Education for Juvenile Court School Students

Regulation updated to reflect **NEW LAW (SB 532, 2022)** which provides, when a juvenile court school student transfers into a district school, for additional requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school

First Reading: Policies, Regulations and Exhibits (continued)

Board Bylaw 9140 – Board Representatives

Bylaw updated with the elimination of the section regarding the of electing members to the County Committee on School District Organization as our county board also serves as the county committee.

Board Bylaw 9320 - Meetings and Notices

Bylaw updated to clarify that a study session, retreat, public forum, or discussion meeting of the Governing Board must either be held as a regular or special Board meeting. Additionally, bylaw updated to reflect **NEW LAW (AB 557, 2023)** which extended and modified the ability of a Board member to join a meeting by teleconference due to just cause or emergency circumstances or during a proclaimed state of emergency. In addition, bylaw updated to remove outdated COVID-19 related requirements. Bylaw also updated for clarity, precision, organization, and consistency.

Board Bylaw 9321 - Closed Session

Bylaw updated to reflect appellate court ruling in *Fowler v. City of Lafayette*, which clarified that when an item is agendized in closed session based on a threat of litigation made by a person outside of an open meeting and a district official or employee receiving knowledge of the threat made a record of the statement before the meeting, that statement is required to be made available to the public. Bylaw also updated to reference accompanying Exhibit (1) for specific agenda descriptions for closed session items and accompanying Exhibit (2) for descriptions to report out of specified closed session items. Additionally, Bylaw updated for clarity, precision, and consistency.

Exhibit(1) 9321 - Closed Session

Exhibit updated for clarity and precision, and for consistency with changes to the accompanying Board Bylaw.

Exhibit(2) 9321 - Closed Session

Exhibit updated for clarity and precision, and for consistency with changes to the accompanying Board Bylaw.

Board Bylaw 9323.2 - Actions by the Board

Bylaw updated to add that the Governing Board may take action on a request by a Board member to participate by teleconference due to emergency circumstances if it is not on the posted agenda so long as there was not sufficient time to place it on the agenda. Additionally, bylaw updated to remove language related to the authority of the district attorney's office or an interested person to file a civil action asking the court to order the Board to stop or prevent a Brown Act violation and replace it with language requiring the district attorney's office or interested person to first present a demand to "cure and correct" the alleged violation and, when such occurs, for the Board to consult with legal counsel on if and how to respond.

Exhibit(1) 9323.2 - Actions by the Board

Exhibit updated to clarify that the exhibit is a non-exhaustive list of actions that require more than a simple majority vote and that have restrictions on when the Governing Board may act. Additionally, exhibit updated to remove, in the section "Actions Requiring a Two-Thirds Vote of the Membership of the Board," an item related to school facilities improvement districts as well as an item related to parcel taxes, both of which do not require a two-thirds vote. In addition, exhibit updated to add sections on "Actions Required to Occur During a Regular Board Meeting" and "Prohibitions on Certain Board Actions". Exhibit also updated to reflect **NEW LAW (SB 494, 2023)** which prohibits the Board from taking action to terminate a superintendent or assistant superintendent without cause within 30 calendar days after the first convening of the Board after a general election at which one or more of the Board members are elected or recalled, and **NEW LAW (SB 229, 2023)** which requires a district that is disposing of surplus land and has received notification of a violation to hold an open and public meeting to review and consider the substance of the notice of violation and prohibits the Board from taking final action to ratify or approve the proposed disposal of surplus land until a public meeting is held. Exhibit also updated for clarity, precision, organization, and consistency.

- | | | |
|--------------|---|------|
| XVI. | STUDENT BOARD REPRESENTATIVE REPORTS <i>(3 minutes each)</i> | Info |
| | 1. Harmonie Ortega | |
| XVII. | BOARD / SUPERINTENDENT REPORTS <i>(10 minutes)</i> | Info |

XVIII. ADVANCE PLANNING

Info

a. *Future Meeting Dates:*

- i. *Special Meeting: Wednesday, June 5, 2024 @ 6:00 p.m. – Board Room, Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843 and/or Virtual*
- ii. *Regular Meeting: Wednesday, June 12, 2024 @ 6:00 p.m. – Board Room, Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843 and/or Virtual*

b. *Suggested Agenda Items:*

XIX. CONTINUATION OF CLOSED SESSION (Item IV)

Action

XX. ADJOURNMENT

Action

CJUSD Mission:

Students will realize their dreams by developing communication skills, reasoning, integrity, and motivation through academic excellence, a well-rounded education, and being active citizens of our diverse community.

Agenda Item: XI-1



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam

Initials:

Director of Facilities

RP

SUBJECT: Informational-Twin Rivers Police Department

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

Per the request by Board Member Howard Ballin, Lt. Kocher is coming to present the overview of the services that Twin Rivers Police Department provides for our District.

RECOMMENDED BOARD ACTION:

Informational-Twin Rivers Police Department

Agenda Item: XI-2



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Ryan Miranda, Coordinator of Student & Family Support

Initials:

SL

SUBJECT: 2023-2024 Panorama School Climate & Culture Survey Update

☐ Action Item

☒ Information Item

Attached Pages _____

BACKGROUND:

Ryan Miranda will provide an update on the 2023-2024 Panorama School Climate & Culture surveys.

RECOMMENDED BOARD ACTION:

Information item only.

The background features a light gray base with several large, overlapping abstract shapes in yellow, teal, and light green. In the top-left and bottom-right corners, there are 4x5 grids of small, dark gray dots.

Center Joint USD




2023-2024 Panorama Survey Review

Panorama Survey Overview

- Partnership began in Spring of 2021
- Elevate ALL student, staff, and family voices
- Help us better understand student, staff, and family perceptions of belonging and relationships, to engagement and safety.
- Collect actionable data & information for strategic planning



Survey Topics

<i>Who we surveyed</i>	Families 	Students  <i>Grades 3-12</i>	Staff 
<i>What we asked</i>	<ul style="list-style-type: none">○ School Climate○ School Safety○ <i>School Engagement (free response)</i>	<ul style="list-style-type: none">○ School Teacher-Student Relationships○ School Belonging○ School Climate○ School Safety○ School Engagement	<ul style="list-style-type: none">○ Educating All Students○ School Leadership○ School Climate○ Professional Learning

Participation Rates

FAMILIES



Fall 2022: 259

Spring 2023: 873

Fall 2023: 294

Spring 2024: 680

STUDENTS



Fall 2022:

63% (2107/3327)

Spring 2023:

57% (1916/3377)

Fall 2023:

76.6% (2694/3518)

Spring 2024: 79.5%
(2753/3465)

STAFF



Spring 2022: 266

Spring 2023: 217

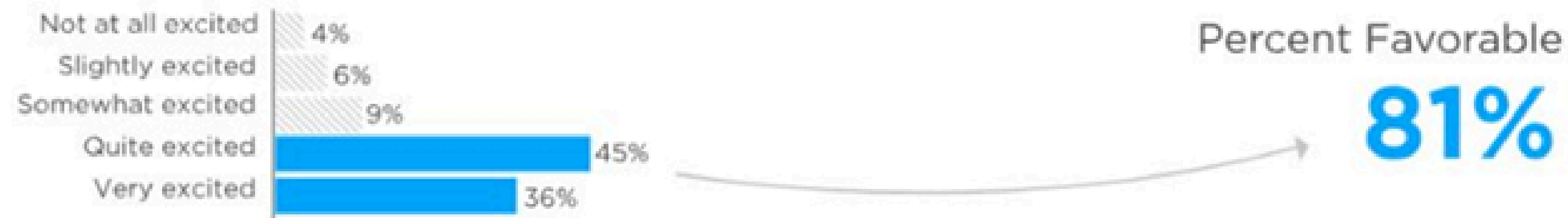
Fall 2023: 193

Spring 2024: 315

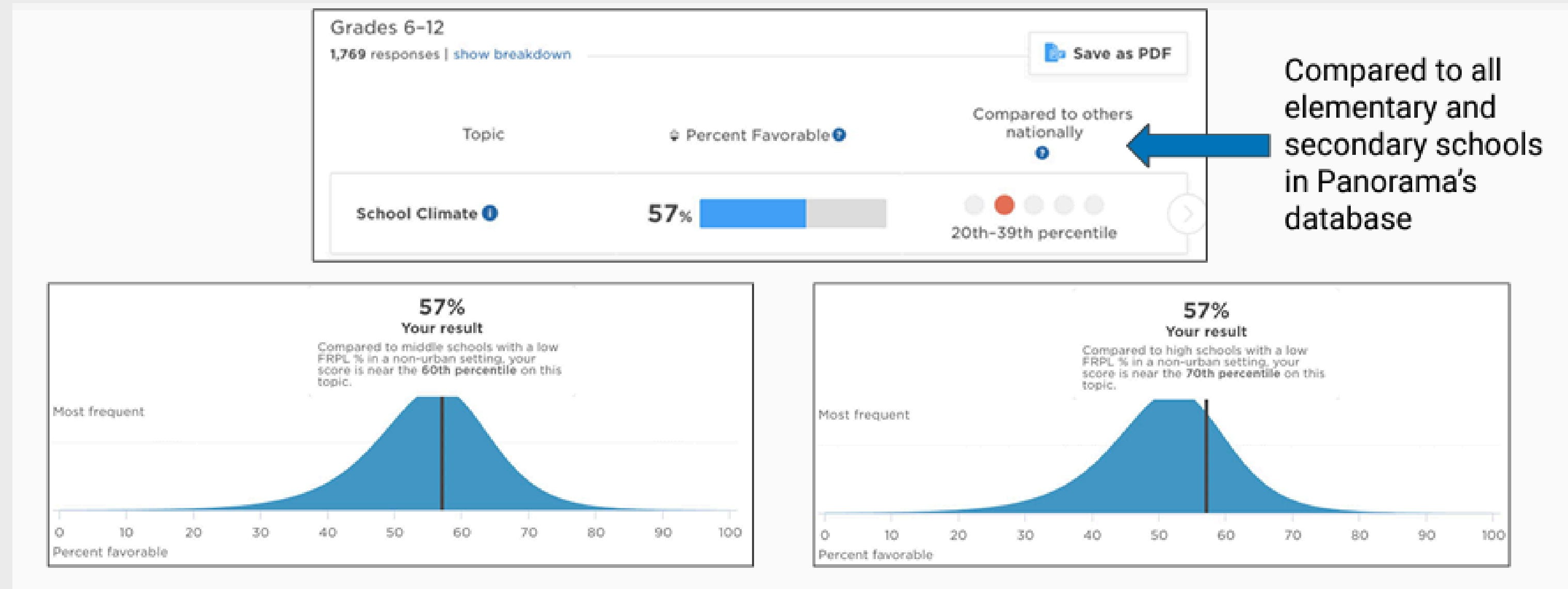
What is “Percent Favorable”?

A score of “81% favorable” means that 81% of respondents selected a favorable answer choice. Most often, the top two answer choices are favorable for a question with five answer choices, and the top three answer choices are favorable for a question with seven answer choices.

Example question: How excited are you about going to this class?

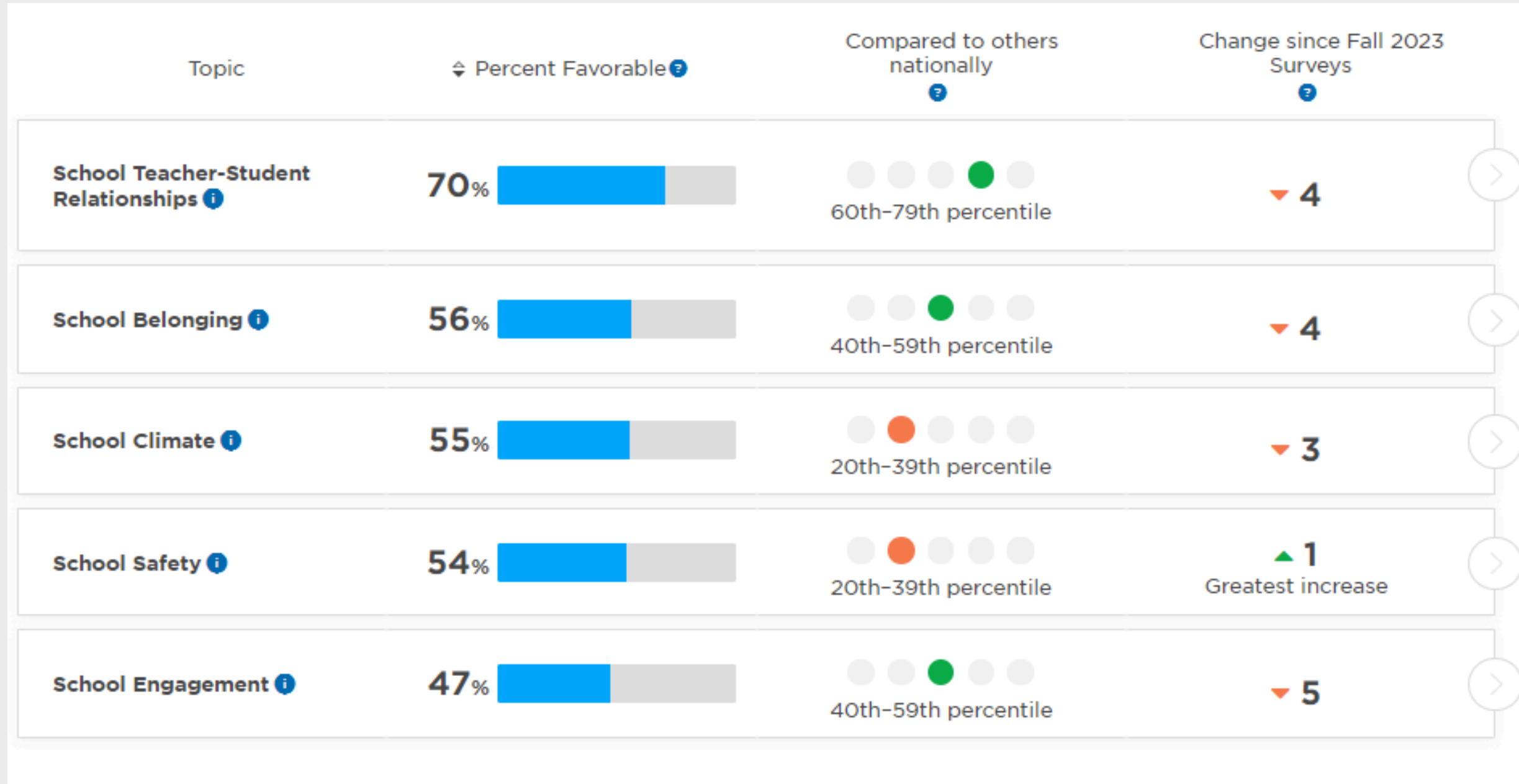


Comparison Data Through Benchmarks

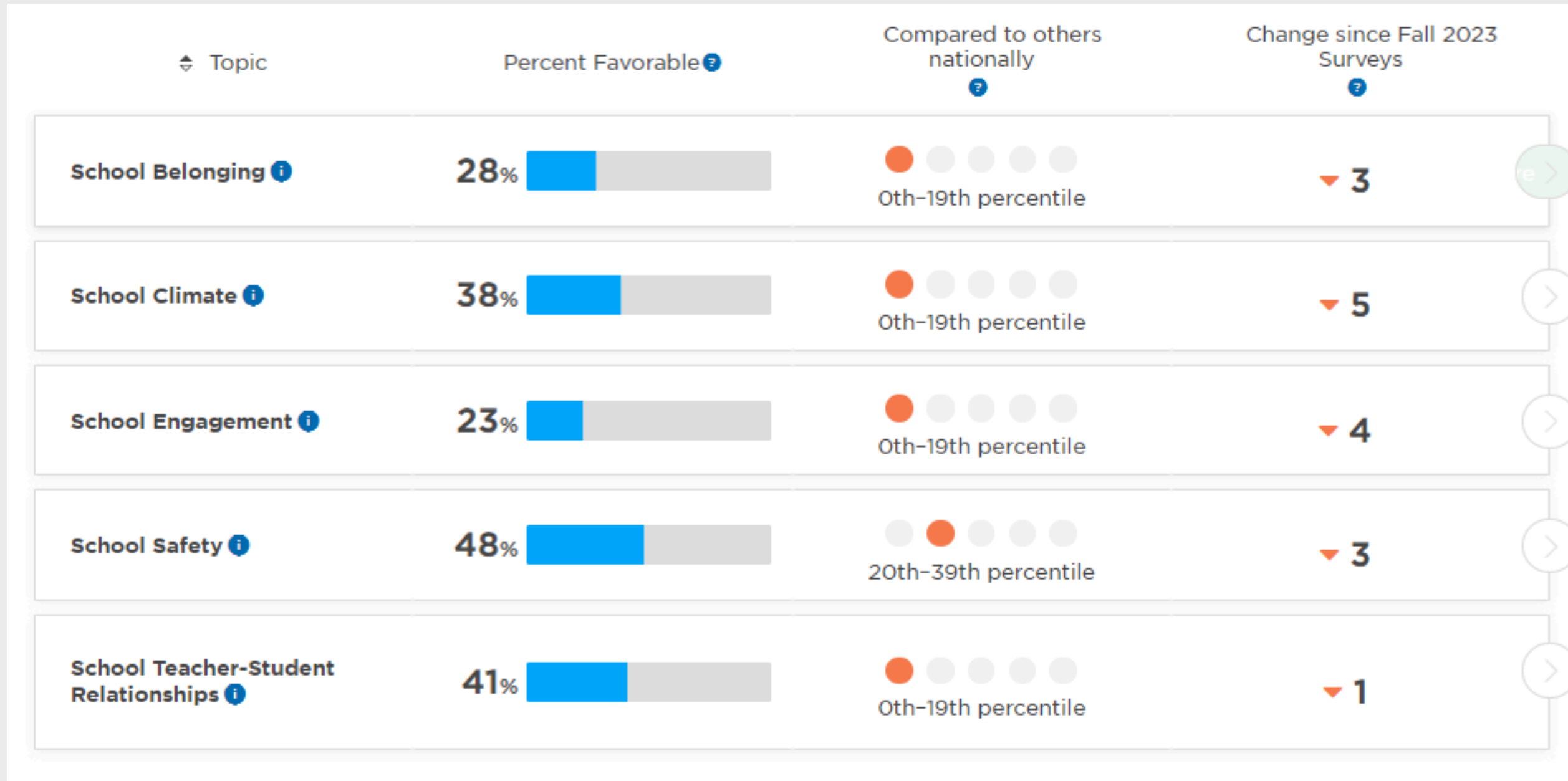


- A more complete picture of survey data by comparing results to others
- Is your school or district rather high or rather low on a given topic compared to Panorama's national data set?
- Score compares to the highest, the lowest, and the most frequent results.

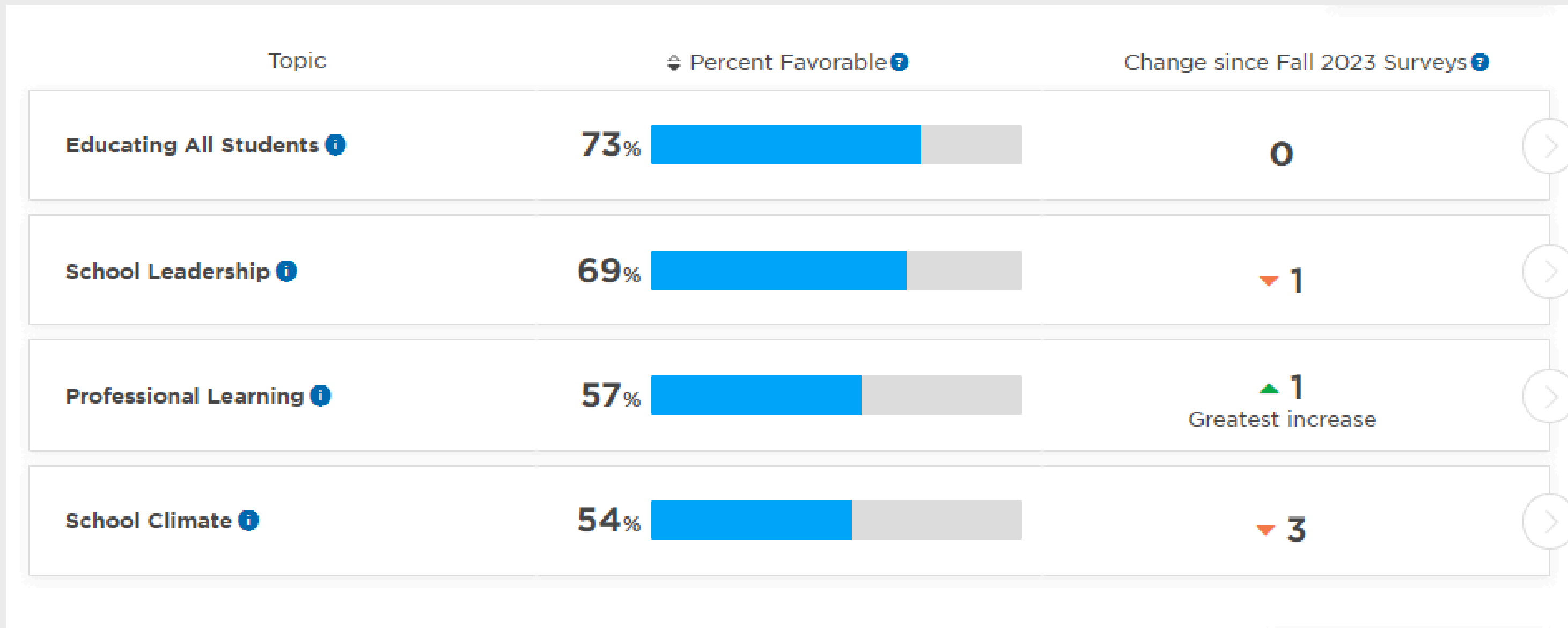
Grades 3-5 Student Survey



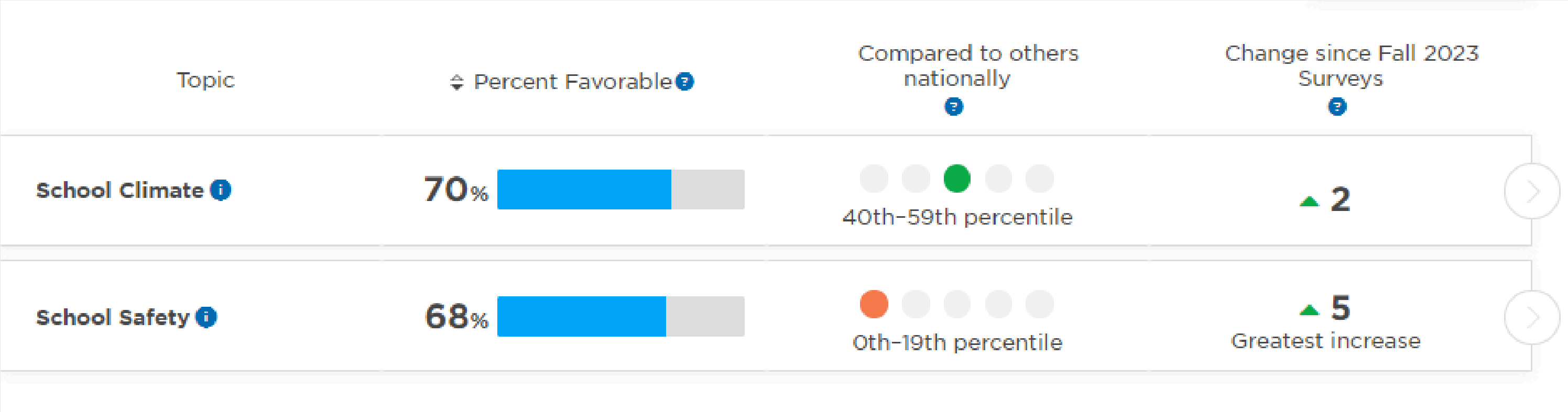
Grades 6-12 Student Survey



Staff Culture & Climate Survey



Family-School Relationships Survey



Trends: Spring 2021 to Present

- Variation has reduced post-Covid
- Data from Spring 2024 is similar to Spring 2023
- Response rates increase during Spring survey administration
- Family's perceptions of school climate and school safety have increased yearly
- Staff's perceptions of the amount and quality of professional growth and learning opportunities has increased yearly

Considerations for Next Steps

- Frequency of survey administration
- Problem of Practice: Continuing to ask what the data tell us and what does the consistency of the percent favorable responses over time tell us? What strategies need to be implemented to improve school climate?
- Continue district and school-level data to inform collaborative work between all partners

Agenda Item: XI-3



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Tami Jbeily

Initials:

Coordinator of State & Federal Programs

LC

SUBJECT: Voices, District Student Advisory Council, Report

☐ Action Item

☒ Information Item

Attached Pages _____

BACKGROUND:

Voices is our District Student Advisory Council, which started this year. This report is being done to provide information on the program and to hear from the students. The students will share about the purpose of the group and share some of the work they have done this year.

RECOMMENDED BOARD ACTION:

Information only

Agenda Item: XIII-1



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Adoption of Minutes from April 12, 2024 Special Meeting

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

The minutes from the following meeting are being presented:

Friday, April 12, 2024 Special Meeting

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees approve the April 12, 2024 Special Meeting Minutes.

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES SPECIAL MEETING

Wilson C. Riles Middle School

4747 PFE Road, Roseville, CA 95747

(starting location of site tours)

Friday, April 12, 2024

MINUTES

OPEN SESSION - CALL TO ORDER - Trustee Anderson called the meeting to order at 9:15 a.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Ballin,
Mrs. Pope

Administrators Present: Scott Loehr, Superintendent

ADOPTION OF AGENDA – the agenda was adopted as presented.

Motion: Bruno
Second: Anderson

Ayes: Anderson, Ballin, Bruno
Noes: None

BUSINESS ITEMS

A. School Site Visits

The scheduled tour was for the following sites: Wilson C. Riles Middle School, McClellan High School, and North Country Elementary School.

ADJOURNMENT – 10:45 a.m.

While the site tours continued, the meeting adjourned due to the lack of a quorum.

Respectfully submitted,

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

Steven Bruno
Board of Trustees Clerk

Adoption Date

Agenda Item: XIII-2



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Adoption of Minutes from April 17, 2024 Regular Meeting

☒ **Action Item**

☐ **Information Item**

Attached Pages 7

BACKGROUND:

The minutes from the following meeting are being presented:

Wednesday, April 17, 2024 Regular Meeting

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees approve the April 17, 2024 Regular Meeting Minutes.

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES REGULAR MEETING District Board Room Center Joint Unified School District Annex 3243 Center Court Lane, Antelope, CA 95843

Wednesday, April 17, 2024

MINUTES

Teleconference: Trustee Delrae Pope participated remotely from 704 4th Ave NE, Hillsboro, ND 58045.

OPEN SESSION - CALL TO ORDER - Trustee Anderson called the meeting to order at 5:15 p.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Ballin, Mr. Bruno, Mrs. Pope, Mrs. Sammons

Administrators Present: Scott Loehr, Superintendent
Chris Borasi, Director of Personnel & Student Services
Lisa Coronado, Director of Fiscal Services
Mike Jordan, Director of Curriculum, Instruction & Special Education
Richard Putnam, Director of Facilities

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Student Expulsions/Readmissions (G.C. §54962)
2. Public Employee Performance Evaluation (**Certificated**) – Superintendent

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

CLOSED SESSION - 5:15 p.m.

OPEN SESSION - CALL TO ORDER - 6:09 p.m.

FLAG SALUTE –

The Flag Salute was led by Howard Ballin.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

No action taken during Closed Session. The following took place during Open Session:

1. Student Expulsions/Readmissions (G.C. §54962):
Student Expulsion 23/24-06 – Recommendation approved.
Motion: Bruno **Ayes:** Anderson, Ballin, Bruno, Pope, Sammons
Second: Ballin **Noes:** None

- Student Expulsion 23/24-07 – Recommendation approved.
- Motion:** Bruno **Ayes:** Anderson, Ballin, Bruno, Pope, Sammons
Second: Sammons **Noes:** None

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION (continued)

Student Expulsion 23/24-08 – Recommendation approved.

Motion: Bruno

Ayes: Anderson, Ballin, Bruno, Pope, Sammons

Second: Sammons

Noes: None

Student Expulsion 23/24-09 – Recommendation approved.

Motion: Bruno

Ayes: Anderson, Ballin, Bruno, Pope, Sammons

Second: Sammons

Noes: None

Stipulated Expulsion 23/24-10 – Recommendation approved.

Motion: Ballin

Ayes: Anderson, Ballin, Bruno, Pope, Sammons

Second: Bruno

Noes: None

2. Public Employee Performance Evaluation (**Certificated**) – Superintendent: No action was taken.

ADOPTION OF AGENDA

There was a motion to bring the adoption of the agenda to the floor.

Motion: Ballin

Second: Bruno

There were no public comments. There was a motion to approve the adoption of the agenda as amended: pull Consent Agenda Item #14 and #19 for separate consideration.

Motion: Bruno

Ayes: Anderson, Ballin, Bruno, Pope, Sammons,
Ortega (*Student Bd Rep*)

Second: Ballin

Noes: None

RECOGNITIONS

Recognition of the Certificated and Classified Employees of the Year from Spinelli Elementary School – Erica Olmstead, Principal at Spinelli Elementary School, spoke about Sabrina Golobic, Teacher of the Year and Laura Gasca Pantoja, Classified Employee of the Year at Spinelli Elementary School. Sabrina and Laura were each presented with a plaque.

Scott Loehr, Superintendent, acknowledged Rex Fortune Elementary School and Principal Jason Farrel as the recipient of the Attendance Champions Award for the month of March 2024. Their site had the highest average daily attendance for that month.

ORGANIZATION REPORTS

1. CUTA – Venessa Mason, President, noted that things are going pretty smoothly in the district. Teachers are looking at the last 6 weeks of school and planning ahead for next year, excited for new things to come, and worried about discipline and regular things that are occurring at our schools. The 3 schools that are going through modernization are excited to see their new campuses when they come back in August; and Dudley is excited to have a mini-modernization. She noted that Heather Woods & herself will be co-Presidents next year.

2. CSEA – Niesha Harris-Knott, President, was not in attendance. Mr. Loehr noted that she had nothing to report.

REPORTS/PRESENTATIONS

1. **Williams Uniform Complaint Quarterly Report** – Mike Jordan, Director of Curriculum, Instruction and Special Education, reported that there was nothing to report.
2. **Peer Tutoring Update** – Tami Jbeily, Coordinator of State/Federal Programs, shared information about the Peer Tutoring Program. Abigail Armienta and Sarah Gonzalez shared the following: days and times of the program, the Learning Lounge, things that the Learning Lounge offers (Homework Help, a place to study, and access to technology), process for selecting tutors (what they are looking for, the application process, and training), marketing, special events, what a typical day is, and Peer Tutor of the Week. There was Board discussion. Mr. Loehr presented certificates to the Peer Tutors, as well as to Abigail, Sarah and Tami.
3. **Facilities Report** – Richard Putnam, Director of Facilities, reported on the following:
 - there are 3 modernization projects going on. Oak Hill & Center High modernization projects are in full swing, and are just starting at North Country.
 - today were pre-bid meetings at Spinelli and Dudley, both this morning for fencing projects and this afternoon's meeting were for painting portables.
 - Dudley is looking at paint for the portables & an office renovation.
 - Next week there will be four roofing pre-bid meetings for the Annex, Dudley and Spinelli.
 - Noted some items on agenda tonight that will help the district do even more summer work.

Trustee Sammons asked if there is a plan to replace trees at Oak Hill. Mr. Putnam noted that they would like to get another native oak tree in there, but it will be planted in a way that the roots will go down, instead of up and causing damage.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA –

Public Comments In-Person: none

Public Comments Online: none

CONSENT AGENDA

1. Approved Adoption of Minutes from March 8, 2024 Special Meeting
2. Approved Adoption of Minutes from March 13, 2024 Regular Meeting
3. Approved Adoption of Minutes from March 15, 2024 Special Meeting
4. Approved Classified Personnel Transactions
5. Approved Certificated Personnel Transactions
6. Approved Resolution #25/2023-24: Resolution Terminating Services of Classified Employees for Lack of Work and/or Lack of Funds
7. Approved New Job Description for Classified Management Position – Communications Coordinator
8. Approved Disposal of Surplus Busses/Vehicles:
 - Bus 17 – Plate # E359776
 - Bus 21 – Plate # 1309954
 - Bus 30 – Plate # 1104914
 - Bus 31 – Plate # 1070194
 - Bus 32 – Plate # 1070193
 - Bus 33 – Plate # 1089698
 - Bus 34 – Plate # 1089697
 - Bus 36 – Plate # 1190523
 - Chevy Tow Truck – Plate # 1018611
9. Ratified 2023-24 Master Contract:
 - CCHAT

CONSENT AGENDA (continued)

10. Ratified Contract with Total Education Solutions
11. Approved 2024-2025 Memorandum of Understanding with Sacramento County Office of Education, Agreement #CI:ELA_2025_01 for New Teacher Wonders Training
12. Approved Educational Client Staffing Agreement between Covelo Group and Center Joint Unified School District
13. Approved Out-of-State Travel to the Ron Clark Academy, Atlanta, Georgia – T. Heflin, K. Tricomo, A. Morgan, D. Shepard, E. Wharton, C. Croshal, M. Jeffrey, H. Pezel, J. Freitas, H. Sippola, R. Ybarra, N. Grant
14. *This item was pulled for separate consideration.*
15. Approved Revised Single Plan for Student Achievement - Riles
16. Approved Surplus Books to Recycle/Discard - Dudley
17. Approved Professional Services Agreement: Tracy Neill, Amazing Animal World – North Country
18. Approved Memorandum of Understanding with University of California at San Francisco (UCSF) and Spinelli Elementary for Research Engagement with Multitudes Literacy Screening and Early Intervention Pilot Program
19. *This item was pulled for separate consideration.*
20. Approved Resolution #24/2023-24: Authorizing the Designation of Specific Systems, Products, and/or Materials in the Specifications for District Construction Projects (Freezer)
21. Approved Resolution #26/2023-24: Authorizing the Designation of Specific Systems, Products, and/or Materials in the Specifications for District Construction Projects (HVAC)
22. Approved Amendment #1 with Mid Pacific Engineering Inc (MPE) Consultant Services Agreement for the North Country Elementary School Modernization Project, DSA #02-120908
23. Approved Resolution #23/2023-24: CalSHAPE Grant Application
24. Approved Payroll Orders: March 2024
25. Approved Supplemental Agenda (Vendor Warrants): March 2024

There were no public comments. There were no comments from the Board. This item was Board approved.

Motion: Ballin
Second: Sammons

Ayes: Anderson, Ballin, Bruno, Pope, Sammons,
Ortega (*Student Bd Rep*)
Noes: None

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION

14. Ratify Student Travel to Anaheim, CA for FBLA State Leadership Conference

There were no public comments. Trustee Bruno noted that the students shared about this at a previous board meeting. Noted that he is proud of our students. This item was Board approved.

Motion: Bruno
Second: Ballin

Ayes: Anderson, Ballin, Bruno, Pope, Sammons,
Ortega (*Student Bd Rep*)
Noes: None

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION (continued)

19. Ratified Purchase of Flexible Seating with One Workplace – North Country
There were no public comments. Trustee Pope thanked Principal Seivert for bringing this to the attention of the Board for transparency of flexible classroom furniture. This item was Board approved.

Motion: Pope
Second: Bruno

Ayes: Anderson, Ballin, Bruno, Pope, Sammons,
Ortega (*Student Bd Rep*)
Noes: None

BUSINESS ITEMS

A. Board Policy 4117.2/4217.2/4317.2 - Resignations

Mr. Loehr gave a brief overview regarding the update to the policy. There were no public comments. There was Board discussion. There was a motion to approve Board Policy 4117.2/4217.2/4317.2 - Resignations.

Motion: Bruno
Second: Ballin

Ayes: Anderson, Ballin, Bruno, Pope, Sammons,
Ortega (*Student Bd Rep*)
Noes: None

PUBLIC HEARING: Consideration and Adoption of Resolutions Regarding the Adoption of a Developer Fee Study and the Increase of the Statutory School Fee (Level 1 School Fees). President Anderson opened the public hearing at 6:46 p.m. Mr. Loehr explained the process of the Developer Fee Increase. There were no public comments. The public hearing was closed at 6:48 p.m.

B. Resolution #22/2023-24: Adoption of a Fee Justification Study and the Increase in School Facilities Fees and Adoption of CEQA Notice of Exemption

There were no public comments. There was Board discussion. There was a motion to approve Resolution #22/2023-24: Adoption of a Fee Justification Study and the Increase in School Facilities Fees and Adoption of CEQA Notice of Exemption.

Motion: Bruno
Second: Ballin

Ayes: Anderson, Ballin, Bruno, Pope, Sammons,
Ortega (*Student Bd Rep*)
Noes: None

STUDENT BOARD REPRESENTATIVE REPORTS

1. Harmonie Ortega
 - Have had yearbook and CTE people working on a video; yearbook is going pretty well from what she has heard.
 - FLBA club went to Anaheim last week; nine students participated, but none placed.
 - Prom was last weekend and was successful.
 - This week is Cougars to College week.
 - Purple Cord will be this week.
 - There are Spirit Days this week.
 - Blood Drive was held April 3-4.
 - Tomorrow is the Senior Recognition Night for 4 sports: baseball, track, tennis, and boys volleyball.
 - Sports-O-Rama sign-ups are taking place; the event will be May 3rd.
 - AP testing will be starting May 6th.
 - Senior cap and gown distribution will be Thursday, May 25th.
 - April 26th will be the Día de los Niño's Movie Night, 5-7 p.m.
 - Dance concert will be May 9-10, 6-8 p.m.
 - the Hughey's will be May 1st, 2-3:30 p.m.

Trustee Pope left the meeting at about 7:00 p.m.

BOARD/SUPERINTENDENT REPORTS

Mr. Bruno

- helped with the food distribution at the Family Resource Center and noted that it was physically demanding. As well as Peer Tutoring, they do a lot of other great work.
- attended site tours at Center High, Spinelli, Riles, North Country, and McClellan. He commented on how music has been integrated into the schools. Noted that he is impressed and appreciates everything that our staff does.
- is looking forward to Purple Cord Dinner coming up.
- is looking forward to the Poetry Reading on May 1st.
- noted that this is the time of year when things come up really fast, but they are a lot of fun.

Mr. Ballin

- noted that it is hard to believe that we are preparing for the end of the school year. It's a busy time of year.
- went on 2 sets of school tours. On Friday, March 13th he went to Center High and Spinelli Elementary, and on Friday, April 12th he went to McClellan High, North Country Elementary and Riles Middle Schools.
- attended the Top Ten Dinner at the Woodcreek Gold Course. It was an amazing event. He congratulated the students who were recognized.
- gave a shout out to Superintendent Loehr and district executive and administrative staff who have dealt with the budget shortfall.
- gave hats off to Richard Putnam and his staff for the dedication they have conducted this year.
- noted that all are welcome to attend meetings in person. Comments on the social media platforms are encouraged. Board email addresses are on the district website.

Mrs. Pope – was not available to report.

Mrs. Sammons

- attended a site tour at Center High and Spinelli Elementary. Liked Center High's store for getting swag.
- attended Center High's Top Ten Dinner.
- attended the Family Art Night at Oak Hill.
- was invited to be a mystery reader at Rex Fortune in Mrs. Donnelly's class.
- look forward to attending the Purple Cord Dinner this Friday.
- was invited by the Oak Hill PTA to hand out the Blankets of Hope.
- Reminded everyone to "remember to show up each day". Try to be a light in someone's day. One smile really does bring another.

Mr. Loehr

- noted that the End-of-the-Year celebrations are upon us. He acknowledged those that make the celebrations happen for our students our staff and families.
- noted that for next year, there is a lot of work that is already happening behind the scenes to prepare for next year.
- noted that site visits and tours have been great.

BOARD/SUPERINTENDENT REPORTS (continued)

Mrs. Anderson

- attended the Top Ten Dinner.
- attended a walkthrough at Wilson Riles MS; noted that it is rewarding to go into the classes.
- noted that walkthroughs went great.
- thanked all of our staff that are in the trenches day after day, doing such a wonderful job.

ADVANCE PLANNING

- a. *Future Meeting Dates:*
 - i. *Regular Meeting: Wednesday, May 15, 2024 @ 6:00 p.m. – Board Room, Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843 and/or Virtual*
- b. *Suggested Agenda Items:*
 - *Twin Rivers Police Update, slated for May*

ADJOURNMENT – 7:09 p.m.

Respectfully submitted,

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

Steve Bruno
Board of Trustees Clerk

Adoption Date

Agenda Item: XIII-3



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: 2024-2025 Board Meeting Schedule

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

Please approve the attached Board Meeting Schedule for the 2024-2025 school year. The dates listed are for the 3rd Wednesday of each month, beginning in August 2024 and ending with June 2025. The exceptions to this would be:

- * March - Regular Meeting held on 2nd Wednesday to meet March 15th deadline
- * April - Regular Meeting held on 2nd Wednesday, prior to Spring Break
- * June - Special Meeting held on 2nd Wednesday for LCAP/Budget Public Hearings

We would also like to reserve the 1st Wednesday of each month for scheduling special meetings, when necessary.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the 2024-2025 Board Meeting Schedule.

CENTER JOINT UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING SCHEDULE 2024-2025

The Center Joint Unified Board of Trustees meets in regular session on the third Wednesday of each month at 6:00 p.m. The first Wednesday should be reserved for Special Meetings.

DATES & LOCATIONS

July	*	
August	21	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
September	18	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
October	16	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
November	20	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
December	18	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
January	15	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
February	19	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
March	12**	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
April	9**	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
May	21	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
June	11**	SPECIAL MEETING District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843
June	18	District Board Room - District Office Annex 3243 Center Court Lane, Antelope, CA 95843

**July - no meeting scheduled*

***Changes from regular schedule:*

- *March - Regular Meeting held on 2nd Wednesday to meet March 15th deadline*
- *April - Regular Meeting held on 2nd Wednesday, prior to Spring Break*
- *June - Special Meeting held on 2nd Wednesday for LCAP/Budget Public Hearings*

Agenda Item: XIII-4



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Governance Calendar - Timeline at a Glance 2024-25

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

The attached document is the list of reports and action items as they should occur during the 2024-25 school year.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approved the Governance Calendar - Timeline at a Glance 2024-25.

Agenda Item: XIII-4

Center Joint Unified School District

Governance Calendar - Timeline at a Glance 2024-25

Month	Items
July	"Dark"
August	Williams Uniform Complaint Report (C&I)
September	MTSS Public Hearing Adoption of Resolution Declaring Sufficient K-8 Textbooks Instructional Materials (C&I) Unaudited Actuals (Business)
October	Williams Uniform Complaint Report (C&I) CAASPP Results (C&I)
November	SPSA Approve Board Meeting date of December Annual Organizational Meeting Annual and Five-Year Developer Fee Report
December	Board Member Annual Residency Verification Report Organizational Meeting (Trustees): <ul style="list-style-type: none"> • Board President Election • Board Clerk Election • Board Representative Election • Board Meeting Schedule First Interim Report (Business)
January	CBOC Annual Report and Audit Board Member Annual Residency Verification Report (if needed) Williams Uniform Complaint Report (C&I) Audited Financial Statements (Business) School Accountability Report Cards (C&I)
February	S.F.S.S. Department Report
March	Superintendent Evaluation (start process) – Closed Session I-Ready Safety Plans (Facilities) Second Interim Report (Business)
April	Superintendent Evaluation – Closed Session Williams Uniform Complaint Report (C&I)
May	Superintendent Evaluation – Closed Session Panorama
June	Proposed Budget Public Hearing (Business) Local Control and Accountability Plan Public Hearing (C&I) Finalize Superintendent Evaluation (Formal) & Goals – Closed Session Budget Adoption (Business) LCAP Review and Adoption (C&I)

Board Approved:

Agenda Item: XIII-5



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 05/15/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources

Initials:

CSB

SUBJECT: Classified Personnel Transactions

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

Classified Retirements, Resignations, Leaves, Promotions and News Hires

RECOMMENDED BOARD ACTION:

Approve Classified Personnel Transactions as Submitted

Retirement

Janet Pollard Hjelden is retiring from her position as Instructional Specialist for Center High School effective May 30, 2024.

Melinda Berry is retiring from her position as Instructional Specialist/PH for Center High School effective May 30, 2024.

Resignation

Anna Kot resigned from her position as Cafeteria Worker for Dudley Elementary School effective May 30, 2024.

Massio Love resigned his position as Campus Monitor for Center High School effective April 15, 2024.

Brenda Lory resigned her position as Instructional Specialist for Spinelli Elementary School effective May 30, 2024.

Leaves

Winter Meyer is on an unpaid leave of absence from her position as Instruction Specialist/PH for Dudley Elementary School effective April 8, 2024, through May 30, 2024.

Promotions

Bailey Collier was promoted to Staff Secretary for the Special Education Department effective April 22, 2024.

New Hires

Theresa Wallace was hired as an Instructional Specialist/PH for Spinelli Elementary School effective May 1, 2024.

Iris Arciniega was hired as an Instructional Specialist/PH for Center Preschool effective May 1, 2024.

Agenda Item: XIII-6



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 05/15/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources

Initials:

CSB

SUBJECT: Certificated Personnel Transactions

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

Certificated Resignations and New Hires

RECOMMENDED BOARD ACTION:

Approve Certificated Personnel Transactions as Submitted

Resignation

Morgan Coulter resigned her position as a Secondary English Teacher for Wilson C. Riles Middle School effective May 31, 2024.

Hilary Lewis resigned her position as a Secondary Physical Education Teacher for Center High School effective May 31, 2024.

Jennifer Steffens resigned her position as an Elementary Teacher for Dudley Elementary School effective May 31, 2024.

James Ruble resigned his position as a Secondary Physical Education Teacher for Center High School effective May 31, 2024.

New Hires

Stacy Clement was hired as an Assistant Principal for Center High School effective July 1, 2024.

Agenda Item: XIII-7



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Ryan Miranda, Coordinator of Student & Family Support

Initials:

CSB

SUBJECT: Expanded Learning Opportunities Program Services (ELOP) Agreement between Center Joint Unified School District and Sunrise Recreation and Park District

☒ **Action Item**

☐ **Information Item**

Attached Pages 20

BACKGROUND:

This is an agreement between CJUSD and Sunrise Recreation and Park District to provide an Expanded Learning Opportunities Program (ELOP) at Oak Hill Elementary School for the 2024-2025 school year. The Expanded Learning Opportunities Program (ELOP) provides funding for free afterschool and summer school enrichment programs for unduplicated students in transitional kindergarten through sixth grade.

RECOMMENDED BOARD ACTION:

Approve the contract between CJUSD and Sunrise Recreation and Park District.

**ELOP SERVICES AGREEMENT
BETWEEN
SUNRISE RECREATION AND PARK DISTRICT
AND
CENTER JOINT UNIFIED SCHOOL DISTRICT**

This ELOP Services Agreement (the “Agreement”) is entered into on August 1, 2023 (“Effective Date”) by and between the Center Joint Unified School District, hereinafter referred to as (“DISTRICT”), and the Sunrise Recreation and Park District, hereinafter referred to as (“SRPD”), for the express purpose of implementing the Expanded Learning Opportunities Program (“ELOP”). It is understood by and between the Parties that the implementation of this Agreement is contingent upon continued funding received by DISTRICT from the California Department of Education. DISTRICT and SRPD may be referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, Government Code section 53060 authorizes DISTRICT to enter into a contract to obtain special services in administrative matters;

WHEREAS, DISTRICT and SRPD desire to work cooperatively to build an asset-based approach to the delivery of services to children, youth and families after school. DISTRICT and SRPD will implement effective strength-focused strategies for positive youth development as part of the ELOP at Oak Hill Elementary School (“Property”).

WHEREAS, SRPD has the necessary qualifications by reason of training, experience, preparation, and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree to the terms and conditions of this Agreement as follows:

I. PURPOSE

The purpose of this Agreement is to establish a formal working relationship between the Parties, based on the intent to meet the service delivery needs of the ELOP as described in the program model guidebook, and to set forth the operative conditions which will govern this important collaboration.

II. DESCRIPTION OF PROGRAM SERVICES

A. SRPD will provide the services described herein (“Services”):

1. Provide staff to operate the program as described in the ELOP guidelines attached hereto and hereby incorporated by reference as Exhibit “A” ELOP Guidelines.

2. Provide supervision of the personnel employed under this Agreement. All terms of employment of said persons, including working conditions, discipline, hiring and discharging, or other terms of employment and/or requirements of law, shall be made by the SRPD and DISTRICT shall have no right or authority over such persons or the terms of such employment; however, DISTRICT will have input on the selection and placement of the staff hired for this program.

3. Delivery of Services will occur during before school and after school program hours and times vary from 7:00 a.m. to 6:00 p.m. on designated days of program operation.

Transitional Kindergarten

Before School: 7:00 a.m. – 9:25 a.m. (M – F)

After School: 12:50 p.m. – 6:00 p.m. (M – F)

Kindergarten

Before School: 7:00 a.m. – 9:25 a.m. (M – F)

After School: 2:40 p.m. – 6:00 p.m. (M)

After School: 3:40 p.m. – 6:00 p.m. (T – F)

1st-6th Grade

Before School: 7:00 a.m. – 9:25 a.m. (M – F)

After School: 2:40 p.m. – 6:00 p.m. (M)

After School: 3:40 p.m. – 6:00 p.m. (T – F)

4. Be responsible for maintaining evaluation data, attendance forms, and other relevant program documentation as needed by program.

5. Provide appropriate recreational, educational and custodian supplies for services that will be billed to DISTRICT under terms of reimbursable payment.

B. DISTRICT agrees to the following:

1. Provide appropriate space and general operational supplies for Services. This space will include access to needed school facilities, office equipment, and supplies. Overall Facility Maintenance will be managed by the district who owns the facility.

2. Develop common confidentiality guidelines to share information between DISTRICT and SRPD to the extent permitted by the California Education Code and the Welfare and Institutions Code governing client confidentiality.

3. Work collaboratively with SRPD to identify and meet the needs of students served in the program.

4. Set meeting and training schedules.

5. Maintain coordination with other agencies and services providers with SRPD.
6. Provide the needed audit documentation to the state as required by the ELOP guidelines.

III. **TERM**

The term of this Agreement shall commence no earlier than July 1, 2024, and continue through June 30, 2025, which will include the 30 intersession days as required, unless sooner terminated as provided for hereinafter. This Agreement may be renewed by both Parties annually by written mutual agreement.

IV. **TERMINATION OR AMENDMENT**

A. Mutual Agreement. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party sixty (60) days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the SRPD under this agreement shall, at the option of the DISTRICT, become DISTRICT property. The SRPD shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

B. Termination for Default. DISTRICT may, by written notice to SRPD, terminate this Agreement in whole or in part at any time because of the failure of SRPD to fulfill its contractual obligations and following a reasonable opportunity to cure. Upon receipt of such notice, SRPD shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and

2. Deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by SRPD in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by SRPD of such notice.

C. If the termination is due to the failure of SRPD to fulfill its contractual obligations, DISTRICT may take over the Services, and complete the Services by contract or otherwise. In such case, SRPD shall be liable to DISTRICT for any reasonable costs or damages occasioned to DISTRICT thereby. The reasonable expense of completing the Services, and any other costs or damages otherwise resulting from the failure of SRPD to fulfill its obligations, shall be charged to SRPD and shall be deducted by DISTRICT out of such payments as may be due to SRPD.

D. If, after the notice of termination for failure to fulfill contract obligations, it is determined that SRPD has not so failed, the termination shall be deemed to have been affected for the convenience of DISTRICT pursuant to Section IV A.

E. SRPD shall not be entitled to anticipatory or consequential damages because of any termination under this section. Payment to SRPD in accordance with this section shall constitute SRPD's exclusive remedy for any termination hereunder. The rights and remedies of DISTRICT provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

V. **HEALTH AND SAFETY MANDATES**

A. **HEALTH AND SAFETY.** SRPD shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student health and safety.

B. **INCIDENT/ACCIDENT REPORTING.** SRPD shall submit accident or incident reports pursuant to the procedures specified by the DISTRICT.

C. **CHILD ABUSE REPORTING.** SRPD hereby agrees that all staff members, including volunteers, are familiar with and agree to its child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adhere to such reporting shall be submitted to the DISTRICT at DISTRICT's request. SRPD must develop and/or maintain a written child abuse reporting procedure.

D. **REPORTING OF MISSING CHILDREN.** SRPD assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the DISTRICT at DISTRICT's request.

E. **TUBERCULOSIS ASSESSMENT AND EXAMINATION.** Prior to commencing the ELOP Services and at its sole cost and expense, the SRPD shall: (i) comply with the assessment and examination procedures required pursuant to Section 49406; and (ii) certify to the DISTRICT, using the form attached as Exhibit "C" to this Agreement, that he/she is free of tuberculosis risk factors or, if risk factors are present, is free of infectious tuberculosis.

F. **BLOOD-BORNE PATHOGENS AND OTHER INFECTIOUS MATERIALS.** If this Agreement contemplates that the SRPD will furnish any medical assistance to DISTRICT students or otherwise potentially be subjected to any occupational exposure as defined in 29 CFR 1901.1030(b), then, notwithstanding that the SRPD is an independent contractor and not an employee of the DISTRICT, the SRPD shall comply with all applicable U.S. Department of Labor, Occupational Health and Safety Administration ("OSHA") safety and health standards and other requirements set forth in 29 CFR 1901.1030. For avoidance of doubt, 29 CFR 1901.1030(b) defines occupational exposure, as of the Effective Date, to mean "reasonably anticipated skin, eye,

mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties."

G. COVID-19 Related Requirements

1. In connection with and for all purposes of this Agreement and the ELOP Services, the SRPD shall be responsible, at its cost, for compliance with any and all orders and guidance issued by public health and/or other governmental officials ("Public Health Orders") that are intended to slow the spread of the coronavirus that causes COVID-19 ("Coronavirus"), regardless of whether those are in effect as of the Effective Date or take effect thereafter. In addition, the SRPD shall indemnify, hold-harmless, and defend the DISTRICT, in accordance with this Agreement, with respect to any and all liabilities that may arise from: (i) the failure by the SRPD to fully and satisfactorily comply with any Public Health Order; and/or (ii) the COVID-19-related infection, injury, or death of any person or persons in connection with any such failure by the SRPD.

2. The SRPD, at its cost, shall procure all personal protective equipment ("PPE") that reasonably is required for the SRPD's use in connection with the ELOP Services. For purposes of the foregoing, such PPE may include, without limitation and as applicable, all gloves, face shields, goggles, "surgical" face coverings, and similar equipment designed to protect the wearer from injury or help prevent wearer exposure to infection by the Coronavirus. In no event shall the DISTRICT be responsible or liable, regardless of the basis or bases for responsibility or liability, if the SRPD is unable to procure or timely procure any necessary PPE. However, in any such event, if the health and safety of DISTRICT students could, therefore, be endangered, the SRPD shall provide notice to the DISTRICT and, at the SRPD's cost and to the extent PPE reasonably can be made available without impairing any DISTRICT operations, the DISTRICT will attempt to provide sufficient PPE from any stock that it has on hand.

3. Immediately upon becoming aware or reasonably suspecting that the SRPD, any DISTRICT student, or any other person was infected with the Coronavirus at any time the person was present in or at any ELOP Location, the SRPD shall: (i) give written notice to the DISTRICT; and (ii) take all steps required and/or recommended by the Public Health Orders, including, without limitation and if applicable, seeking to identify, through contact tracing, those who may have been exposed to the Coronavirus and otherwise taking steps necessary to limit the number of additional people who may become exposed to the Coronavirus. Any and each failure by the SRPD to give such notice when required by this Section shall constitute a material default by the SRPD of its obligations pursuant to this Agreement.

VI. **INDEMNIFICATION**

The SRPD shall indemnify and hold-harmless the District and the District Representatives (collectively, the "District Indemnitees"), and each of them, with respect to any and all losses, damages, judgments, costs and expenses (including, but not limited to, attorney's fees and other legal costs), and other liabilities of whatever nature (each a "Liability" and, if referring to more than one, the "Liabilities") that arise from the activities in connection with this Agreement by the SRPD, any Lower Tier SRPD, or any person or entity within the control of either. With respect to

each claim, demand, action, and other proceeding within the scope of the foregoing indemnification obligation, the SRPD shall defend the District Indemnitees, using qualified and experienced legal counsel acceptable to the District, but retained by the SRPD at its sole cost and expense. If the SRPD refuses tender of any defense within the scope of the SRPD's obligations pursuant to this Section: (i) the SRPD shall nonetheless continue to be bound by its obligations pursuant to this Section; and (ii) the SRPD shall be deemed and construed to have waived any and all rights to claim or otherwise assert that the District provided an inadequate defense of the matter tendered to the SRPD. Notwithstanding the foregoing, to the extent any Liability is attributable to the negligence or willful misconduct of both Parties (directly or through their respective officers, employees, contractors, subcontractors, or other representatives), then, in connection with that Liability, the Parties shall be responsible and liable on a comparative basis.

VII. INDEPENDENT CONTRACTOR STATUS

The Parties agree the relationship created by this Agreement is that of an independent contractor. In performing all of the Services, SRPD shall be, and at all times is, acting and performing as an independent contractor with DISTRICT, and not as a partner, coventurer, agent, or employee of DISTRICT, and nothing contained herein shall be construed to be inconsistent with this relationship or status and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of DISTRICT or to bind the DISTRICT in any manner. Except for any materials, procedures, or subject matter agreed upon between SRPD and DISTRICT, SRPD shall have complete control over the manner and method of performing the Services. SRPD will be responsible for payment of all SRPD employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this Agreement.

VIII. FINGERPRINTING

In accordance with Education Code Section 45125.1, SRPD shall have conducted the required criminal background check of its employees and of all persons who will be providing services to DISTRICT on behalf of SRPD, and upon receipt of those checks, certify to DISTRICT that no employee or person providing services has been reported by the Department of Justice as having been convicted of a violent or serious felony as defined by statute, including but not limited to Penal Code sections 667.5(c) and/or 1192.7(c). SRPD shall not permit any employee to have any such contact with students of DISTRICT until such certification has been received by DISTRICT. SRPD shall supply DISTRICT with a list of names of those employees who are cleared to work with students and parents of the district.

IX. INSURANCE

SRPD shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property, which may arise from or in connection with performance under this Agreement by SRPD, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).

2. Insurance Service Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. SRPD shall maintain limits of insurance no less than:

1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be thrice the required occurrence limit (\$3,000,000.00).

2. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.

C. SRPD shall provide supplemental medical injury insurance for program students injured during after school program activities. The maximum medical pay per student injury is \$10,000. SRPD's insurance shall take effect after student's health insurance and District's supplemental insurance have been expended.

D. A policy of professional errors and omissions liability insurance ("PL Policy") with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence or claim, and Three Million Dollars (\$3,000,000.00) aggregate. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the Effective Date, including, without limitation, any and each renewal or replacement policy. SRPD shall always keep the PL Policy in full force and effect during the Agreement Term and until the date that is four (4) years after termination of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, SRPD shall purchase "extended reporting" coverage for a minimum of four (4) years after termination of this Agreement.

E. A policy of abuse-molestation insurance ("AM Policy") that: (1) is separate from the general liability, E&O liability, and other insurance policies that the SRPD may have in effect; (2) is written on an "occurrence" basis; (3) has coverage limits of not less than \$3,000,000 per occurrence and \$6,000,000 aggregate; (4) provides coverage for direct and vicarious liability associated with sexual misconduct and other physical abuse, and for verbal, emotional, mental, and other non-physical abuse; (5) covers acts and omissions by, among others, personnel directly providing the ELOP Services to District students or otherwise having contact with District students (whether directly employed by the SRPD or otherwise); (6) provides coverage for the District prior

to any determination that an accused abuser is guilty; and (7) provides for payment of defense costs outside of the AM Policy's coverage limits. The SRPD shall comply with any and all risk management controls reasonably required by the insurer that issues the AM Policy.

F. For all insurance coverage procured by SRPD, the following terms apply:

1. Any deductibles or self-insured retentions must be declared to and approved by District. At its option, District may require SRPD, at SRPD's sole cost, to: (a) cause its insurer to reduce to levels specified by District or eliminate such deductibles or self-insured retentions as pertain to the District or any of its officers or employees, or (b) procure a bond or other financial instrument guaranteeing payment of the deductible or retention, and all losses and related investigations, claim administration, and defense expenses.

G. The general liability and automobile liability policies, workers' compensation policy, and the AM Policy shall provide, or be endorsed to provide, as follows:

1. The District and each of the District Representatives shall be named as Additional insureds with respect to all liability arising out of activities by or on behalf of SRPD in connection with this Agreement and/or the ELOP Services. The coverage shall contain no special limitations on the scope of protection afforded to District or any of the District Representatives.

2. For any claims related to the services, SRPD's insurance coverage shall be primary insurance with respect to District and its officers and employees. Any insurance or self-insurance maintained by District or any of its officers or employees shall be excess of SRPD's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including, without limitation, a breach of any of the SRPD's warranties, shall not affect coverage provided to District or any of its officers or employees.

4. SRPD's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to provide that coverage shall not be terminated, suspended, voided, or canceled, or coverage limits reduced, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

H. Insurance is to be placed with insurers admitted by the State of California and with an A minus (A-), VII, or better rating from A.M. Best.

I. SRPD shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by or approved by the District. All endorsements are to be received and approved by District before the ELOP Services commence. Upon request by the District, the SRPD shall cause its insurer(s) to provide complete,

certified copies of the insurance policies requested by the District, including the endorsements required by this Agreement. All Certificates of Insurance shall reference the district's contract number for this Agreement on the face of the certificate. The foregoing obligation to provide certified copies of insurance policies shall survive the expiration of the Agreement Term or any earlier termination of this Agreement.

J. PROPERTY INSURANCE

DISTRICT shall maintain, for the duration of this Agreement, all-risk real and personal property coverage adequate to cover the replacement cost of all DISTRICT-owned buildings and personal property on the Property to which SRPD may have access under this Agreement. SRPD shall be solely responsible for obtaining adequate property insurance for SRPD's personal property, building improvements, and any real property/buildings owned by the DISTRICT while located on the Property or elsewhere.

X. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

Parties agree to comply with all Federal, State and local laws in performance of this Agreement. SRPD represents and agrees that it does not and shall not discriminate on the basis of race, religion, color, sex, age, sexual orientation, disability or national origin.

XI. **MAINTENANCE OF RECORDS/CONFIDENTIALITY.**

A. In connection with this Agreement and the ELOP Services, the SRPD shall prepare and maintain all records ("SRPD Records") as: (i) consistent with generally accepted accounting principles and good business practices; and (ii) required by State of California and federal laws and regulations. The SRPD shall maintain all SRPD Records for a period of at least seven (7) years after final payment to the SRPD pursuant to this Agreement. For purposes of this Agreement, "SRPD Records" shall include, but are not limited to: student records as defined by California Education Code section 49061 (b); registers and roll books of teachers and/or daily service SRPD's daily service logs and notes and other documents used to record the provision of the ELOP Services; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; liability and worker's compensation insurance policies; after school agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (e.g., IRS Form 941, California Form DE3D, DE 938, DE 9, et cetera); bank statements and canceled checks; and complaints, demands, claims, court filings, witness statements, and similar documents.

B. SRPD shall make the SRPD Records available for inspection and copying, by the DISTRICT, the California State Auditor, and other governmental entities with competent jurisdiction, at all reasonable times within the record retention period specified in Subsection 19.A. herein. Notwithstanding the foregoing, if the DISTRICT or other governmental entity commences

during such record retention period, but does not complete within such record retention period, an audit or other review for which the SRPD Records are required, the SRPD shall make the SRPD Records available in accordance with this Subsection until such time as the audit or other review has been completed and closed.

C. With respect to and as applicable to the SRPD and all authorized Lower Tier Providers (as defined in Section XV below), all of the following shall be deemed and construed to be confidential: (i) this Agreement; all communications and information obtained by SRPD from DISTRICT relating to this Agreement; and all information developed by SRPD in connection with this Agreement and/or the ELOP Services (including, without limitation, all student records and the identity of DISTRICT students being served by SRPD). Except as provided in Subsections XI.D and XI.G., neither the SRPD nor any Lower Tier Provider, without prior written consent of an authorized DISTRICT representative, shall divulge to, or discuss with, any third party either the work or services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure that the SRPD believes may be required by law, the SRPD shall give notice to the DISTRICT and a reasonable period of days, but in no event fewer than ten (10) business days, for the DISTRICT to seek a protective order or otherwise prevent disclosure. Except for disclosures required by law, the SRPD shall not use or disseminate any communications or information obtained from DISTRICT or developed by the SRPD or any Lower Tier Provider in connection with this Agreement and/or the ELOP Services, for any purpose other than the performance of this Agreement, without DISTRICT's prior written consent.

D. At the conclusion of the performance of this Agreement, SRPD shall return to DISTRICT all written materials constituting or incorporating any communications or information obtained from DISTRICT or developed by the SRPD or any Lower Tier Provider in connection with this Agreement. Upon DISTRICT's specific approval, SRPD may retain copies of such materials, provided that such materials shall always remain subject to the requirements of Subsection XI.C herein.

E. SRPD may disclose to any authorized Lower Tier Provider or other DISTRICT approved third party, any information otherwise subject to Subsection XI.CC that reasonably is required for the performance of the Lower Tier Provider's responsibilities in connection with this Agreement and/or the ELOP Services. The SRPD shall require in each of its written subcontracts that the Lower Tier Provider comply in all respects with the requirements of this Section XI and shall provide a copy of each such subcontract to DISTRICT prior to the Lower Tier Provider commencing performance pursuant to the subcontract.

F. SRPD represents and warrants that it shall not publish, cause to be disseminated, or otherwise disclose through any press release, public statement, or marketing or selling effort, any information that is confidential in accordance with this Section without the express written approval of DISTRICT given in advance of disclosure, which approval the DISTRICT in its sole discretion may grant, deny, or condition.

G. SRPD's obligations pursuant to this Section XI relating to information deemed confidential shall survive cancellation, termination, or expiration of the Agreement Term.

H. SRPD shall maintain confidential information, including, among others, DISTRICT student records, in a secure location and, as applicable, on secure servers or other equipment, as reasonably sufficient to ensure confidentiality and prevent unauthorized access. SRPD shall maintain a current list of the names and positions of each and all employees of the SRPD and any and all authorized Lower Tier Providers who have access to confidential records. SRPD shall maintain an access log for each DISTRICT student's record which lists: (i) each and all persons, agencies, and other organizations that request or receive information from the record; and (ii) the legitimate interests for such request or receipt of information from the record. Such log shall be maintained as required by California Education Code section 49064 and, notwithstanding anything to the contrary, shall include the name, title and agency/organization affiliation, and date/time of access for each individual requesting and/or receiving information from any DISTRICT student's record.

I. The SRPD shall not record in the foregoing log any information regarding access to the DISTRICT student's records by: (i) the DISTRICT student's parent; (ii) an individual to whom written consent has been executed by the DISTRICT student's parent; or (iii) employees of DISTRICT or SRPD having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the DISTRICT or SRPD" does not include employees of Lower Tier Providers. SRPD shall grant parents access to student records and comply with parents' requests for copies of student records, as required by State of California and federal laws and regulations.

J. Without limiting anything else in this Agreement, and in connection with the ELOP Services, the SRPD: (i) shall be responsible for ensuring compliance in all respects, by its personnel and the personnel of all Lower Tier Providers, with the privacy-related requirements described in Attachment "C" to this Agreement ("Privacy Requirements"); and (ii) acknowledges that portions of the provisions set forth in the foregoing subsections of this Section XI are intended to implement such Privacy Requirements.

XII. SCHOOL SERVED

Oak Hill Elementary School.

XIII. COMPENSATION

A. Payments. DISTRICT agrees to pay SRPD for services rendered pursuant to this Agreement:

1. DISTRICT agrees to reimburse SRPD for the services provided to ELOP a projected sum of \$402,150 for the 2024/25 fiscal year and \$171,500 for summer intersession (July 2024 and June 2025) as stated in the attached ELOP Services Budget, attached hereto and hereby incorporated by reference as Exhibit "B" ELOP Services Budget.

2. SRPD will bill DISTRICT monthly. The billing will show total charges by individual school site with submission of the bill to:

Center Joint Unified School District
ELOP – ATTENTION: Lisa Coronado, Director of Fiscal Services
8408 Watt Avenue
Antelope, CA 95843

B. NONAPPROPRIATION OF FUNDS

1. If at any time during the Agreement Term the DISTRICT's then-current annual budget does not appropriate sufficient funds to pay for the ELOP Services to be provided pursuant to this Agreement, this Agreement shall terminate and be of no further force or effect. In such event, the DISTRICT shall have no liability to pay any funds to the SRPD or furnish any other consideration under this Agreement, and the SRPD shall not be obligated to perform any provisions of this Agreement.

2. If, in any fiscal year during the Agreement Term, the DISTRICT Board reduces or terminates funding for purposes of this Agreement, the DISTRICT shall have the option to either cancel this Agreement, without liability to or recourse by the SRPD, or offer to enter into an amendment to this Agreement that reflects the reduced funding amount.

C. GRANT FUNDING

SRPD hereby acknowledges that DISTRICT's payments to SRPD are specifically conditioned upon the DISTRICT's receipt of grant funding from the State of California specifically for the ELOP Program. If DISTRICT's receipt of such grant funding is for any reason delayed or suspended, the DISTRICT reserves the right to suspend payments to SRPD until such time as grant funding resumes and the DISTRICT shall have no obligation to pay the SRPD for services provided pursuant to this Agreement except to the extent of such grant funding received by the DISTRICT. In such event, however, the SRPD may suspend performance of the ELOP services until such time as the grant funding resumes. If such grant funding terminates, the DISTRICT shall have no obligation to continue payments to the SRPD, other than for services satisfactorily completed prior to termination of the grant funding, and this Agreement shall be deemed and construed to automatically terminate immediately upon termination of the grant funding. In the event this Agreement so terminates, the SRPD shall terminate its performance pursuant to this Agreement, provided that the provisions of this Agreement that expressly or implicitly survive termination shall remain in effect.

XIV. WRITTEN NOTICE

Written notices regarding this Agreement required to be provided herein shall be sent, first class mail to the following representatives:

To: Ryan Miranda, District Coordinator- Student and Family Support Services Center Joint Unified School District 8408 Watt Avenue Antelope, CA 95843	To: Marty Buell, Recreation Community Services Superintendent Sunrise Recreation and Park District 7801 Auburn Blvd. Citrus Heights, CA 95610
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XV. ASSIGNMENT AND SUBCONTRACTORS

A. Assignment. SRPD shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the DISTRICT, which may be withheld by the DISTRICT in its sole and absolute discretion for any reason. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the DISTRICT, in its sole discretion, to terminate the Agreement.

B. SUBCONTRACTING

1. The SRPD may contract with a third party (each a “Lower Tier Provider”) for performance by the Lower Tier Provider of a portion of the ELOP Services, or any special education or other ancillary or related services required for the SRPD to perform the ELOP Services, only upon, in each case, written consent of the DISTRICT given in advance of the SRPD entering into the subcontract. The DISTRICT, in its reasonable discretion, may grant, deny, delay, or condition any such consent. If the SRPD is authorized to subcontract in accordance with this Section XV, the SRPD shall incorporate all provisions of this Agreement into each such subcontract, provided that a Lower Tier Provider shall only be required to perform such portion of the ELOP Services as described in the subcontract. Without limiting the foregoing, the SRPD shall in each case cause the Lower Tier Provider to procure and maintain insurance during the term of the corresponding subcontract, or for such longer period as required by this Agreement. A Lower Tier Provider’s insurance shall provide coverage at least as broad as the coverage described in Section IX herein and shall have coverage limits not less than the limits set forth in Section IX herein.

2. Each Lower Tier Provider’s insurance coverage shall comply with all of the following:

a. Any and all deductibles and self-insured retentions must be declared to and approved by the DISTRICT. At its option, DISTRICT may require that a Lower Tier Provider, at no cost to the DISTRICT: (i) cause its insurer to reduce, to levels specified by the DISTRICT, or eliminate such deductibles or self-insured retentions as pertain to DISTRICT, and its officers and employees; or (ii) procure and provide to the DISTRICT a bond or other financial instrument guaranteeing payment of the deductible or self-insured retention, together with any losses and related investigations, claim administration, and defense expenses.

b. The general liability and automobile liability policies are to provide, or be endorsed to provide, as follows:

1. The DISTRICT, the Governing Board of the Center Joint Unified School DISTRICT (“DISTRICT Board”) and each individual member thereof, and the DISTRICT’s other officers, employees, contractors, subcontractors, volunteers, agents, and other representatives (each, not including the DISTRICT, a “DISTRICT Representative”) are to be named as additional insureds with respect to all liability arising out of activities by or on behalf of the Lower Tier Provider in connection with the ELOP Services. The coverage shall contain no special limitations on the scope of protection afforded to any of the DISTRICT Representatives.

2. For any and all claims related to the services performed under this Agreement, a Lower Tier Provider's insurance coverage shall be primary insurance as it pertains to DISTRICT, and its officers and employees, shall be excess of Lower Tier Provider's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to DISTRICT or any of its officers or employees.

4. A Lower Tier Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to DISTRICT.

c. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to DISTRICT.

d. Each Lower Tier Provider shall furnish DISTRICT with original endorsements effecting coverage required by this clause and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by DISTRICT. All endorsements are to be received and approved by DISTRICT before work commences. As an alternative to DISTRICT’s forms, a Lower Tier Provider's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement. All Certificates of Insurance shall reference DISTRICT’s contract number. Notwithstanding the last sentence of Subsection XV.B.1 herein, if the SRPD enters into subcontracts for the provision of transportation services, SRPD shall ensure in each case that the subcontract requires the Lower Tier Provider to procure and maintain general liability and vehicle insurance with per-occurrence limits of at least \$2,000,000.

XVI. GENERAL TERMS AND CONDITIONS

A. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings, representations, or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes other ELOP agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

B. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

C. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

D. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

E. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

F. **AUTHORITY.** SRPD represents and warrants that SRPD has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

G. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

H. PROHIBITED ACTS AND INTERESTS

1. SRPD represents that SRPD has no existing financial interest and shall not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement or employed by SRPD. SRPD shall not conduct or solicit any non-DISTRICT business while on DISTRICT property or time.

2. SRPD shall also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to DISTRICT prior to entering into this Agreement any and all circumstances existing at such time that pose a potential conflict of interest.

3. SRPD warrants that it has not directly or indirectly offered or given, and shall not directly or indirectly offer to give, any employee, agent, or other representative of DISTRICT any cash or non-cash gratuity or payment with a view toward securing any business from DISTRICT or influencing such person with respect to the conditions or performance of any contracts with or orders from the DISTRICT, including without limitation, this Agreement. Any breach of this warranty shall be a material breach of each and every contract between DISTRICT and SRPD.

4. As a material obligation of this Agreement, the SRPD shall comply with any and each DISTRICT code of conduct applicable to the SRPD and shall cause compliance with such code of conduct by all Lower Tier SRPDs.

5. Should a conflict-of-interest issue arise, SRPD agrees to fully cooperate in any inquiry and to provide DISTRICT with all documents or other information necessary to enable DISTRICT to determine whether or not a conflict of interest existed or exists.

6. Neither SRPD nor its employees, nor its Lower Tier SRPDs of their employees, shall give or offer to give any campaign contribution to any member of DISTRICT in violation of Government Code section 84308.

7. No DISTRICT official or employee, spouse, or economic dependent of such official or employee, shall have any direct financial interest in any transaction resulting from this Agreement.

8. Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies DISTRICT may have.

IN WITNESS WHEREOF, the parties have executed as of the Effective Date.

Kevin Huntzinger, District Administrator
Sunrise Recreation and Park District

Center Joint Unified School

Date

Date

**Exhibit “A”
ELOP Guidelines**

(Attached)

Exhibit “B”

ELOP Services Budget- Oak Hill July 1, 2024-June 30, 2025

BUDGET CATEGORIES	TOTAL OPERATING EXPENSES	TOTAL REVENUE BASED ON MINIMUM #'S
<u>PROGRAM FUNDING</u>		
Expanded Learning Opportunities Oak Hill (70 students@\$4,900/student/year)		\$343,000
Snacks-School Year (70 students @\$30/week/student)	\$98,700	\$98,700
Summer ELOP		
July 2024 (70 students @225/student/week)		\$47,250
June 2025 (70 students @250 /student/week)		\$70,000
Snacks-School Year (70 students @\$30/week/student)	\$14,700	\$14,700
<u>OPERATING EXPENSES</u>		
Salaries & Wages (Administrative & Personnel)	\$361,300	
	\$600	
Personnel Onboarding	\$1,000	
Office Supplies	\$12,000	
Building Supplies & Services	\$23,680	
Contracted Services	\$36,450	
Curriculum Supplies	\$25,220	
<u>START-UP EXPENSES</u>		
Program Supplies		
Classroom Upgrades		
Technology		
<u>TOTAL OPERATING EXPENSES:</u>	\$573,650	\$573,650

OVERALL

School Year Enrollment-70 students @\$4,900/year/student = \$343,000

School Year Snacks-70 students @\$30/week/student = \$98,700

Summer Enrollment (July 1, 2024 -3 weeks total) 70 students @\$225/week/student = \$47,250

Summer Enrollment (June 30, 2025-4 weeks total) 70 students @\$255/week/student = \$70,000

Summer Snacks- (July 1, 2024 and June 30, 2025- 7 weeks total) 70 students @\$30/week/student = \$14,700

ATTACHMENT “C”

PRIVACY REQUIREMENTS

1. Family Educational Rights and Privacy Act. The Family Educational Rights and Privacy Act set forth in 20 U.S.C. Section 1232g (“FERPA”) and 34 CFR Part 99, the federal regulations that implement FERPA, set forth requirements for protecting the privacy of parent and student information, including, among others, requirements for maintaining the confidentiality of personally identifiable information (e.g., names, addresses, telephone numbers, dates of birth, test scores, et cetera). To the extent, in connection with the ELOP Services, the SRPD accesses, obtains, stores, uses, or discloses any information within the scope of FERPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the SRPD shall comply with any and all applicable requirements of FERPA and its implementing regulations.

2. Health Insurance Portability and Accountability Act. The Health Insurance Portability and Accountability Act, Public Law 104-191 (“HIPAA”) and the federal regulations that implement HIPAA, set forth requirements for, among other things, use and disclosure of individuals’ health information, including, among others, requirements for individuals to control use of their health information and for entities possessing such health information to properly protect it from unauthorized disclosure. In addition, the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 (“HITECH”) and the federal regulations that implement HITECH, address concerns associated with electronic transmission of health information and establishes penalties for violations. To the extent, in connection with the ELOP Services, the SRPD accesses, obtains, stores, uses, or discloses any information within the scope of HIPAA and/or HITECH (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the SRPD shall comply with any and all applicable requirements of HIPAA and/or HITECH, and their respective implementing regulations.

3. Student Online Information Protection Act. Division 8, Chapter 22.2 (commencing with Section 22584) of the California Business and Professions Code, which is the Student Online Personal Information Protection Act (“SOPIPA”), sets forth privacy laws for operators of websites, online services, and applications that are marketed and used for K-12 school purposes, even if those operators do not contract with educational agencies. To the extent, in connection with the ELOP Services, the SRPD accesses, obtains, stores, uses, or discloses any information within the scope of SOPIPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the SRPD shall comply with any and all applicable requirements of SOPIPA.

4. Children’s Online Privacy Act. California Education Code Section 49073.1 sets forth requirements for contracts for third-party storage, management, and retrieval of pupil records and contracts for digital educational software that authorizes any third-party to access, store and use pupil records, including, among others, requirements for limitations and procedures relating to access and use of information maintained by educational agencies and information acquired directly from pupils. To the extent, in connection with the ELOP Services, the SRPD accesses, obtains, stores, uses, or discloses any information within the scope of Section 49073.1 (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the SRPD shall comply with any and all applicable requirements of Section 49073.1. For such purposes, the provisions specified in Section 49073.1 are deemed and construed to be incorporated into this Agreement by this reference.

5. Children’s Online Privacy Protection Rule. The Children’s Online Privacy Protection Act of 1998 set forth in Title 15 USC Section 6501 *et seq.* (“COPPA”) prohibits unfair or deceptive acts or practices in connection with the collection, use, and/or disclosure of personal information from and about children on the internet. To the extent, in connection with the ELOP Services, the SRPD accesses, obtains, stores, uses, or

discloses any information within the scope of COPPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the SRPD shall comply with any and all applicable requirements of COPPA.

6. Reporting of Incidents. In the event, in connection with the ELOP Services, the SRPD becomes aware of any violation of any of the foregoing provisions described in this Attachment B, then, within twenty-four (24) hours of becoming aware of the violation (in each case, an “Incident”), the SRPD shall submit a written report of the Incident to the DISTRICT, which shall include, without limitation, a reasonably detailed description of the related facts known by the SRPD and copies of any and all documentation relating to the Incident that is within the possession or control of the SRPD.

Agenda Item: XIII-8



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Mike Jordan
Director of Curriculum, Instruction, and Special Ed.

INITIALS: MDJ

SUBJECT: Contract with the Special Education Information System (SEIS) to integrate data with AERIES student information system.



Action Item



Information Item

Attached Pages _____

BACKGROUND:

The CJUSD uses SEIS software to maintain and share individual education plans (IEPs) and obtain the signatures required on IEPs to remain in compliance with state and federal guidelines.

AERIES is the district's student information system used to maintain all student records.

The Special Education Department would like to enter into a contract with the San Joaquin County Office of Education, which maintains SEIS, to integrate data with AERIES. With information traveling electronically between AERIES and SEIS, the need for double data entries into both systems will be greatly reduced.

This service costs \$1.50 per year for each student with an IEP (\$1,119.00 this year), plus a one-time fee of \$4,000 to set up.

RECOMMENDED BOARD ACTION:

Ratify the contract with the San Joaquin County Office of Education for integration of SEIS with AERIES.

Agenda Item: XIII-8

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CODESTACK
MEMORANDUM OF CONTRACT**

April 25, 2024 - June 30, 2027

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION
COMPONENTS AND SERVICES**

This memorandum of contract constitutes an understanding between the San Joaquin County Office of Education (CODESTACK), a county office of education of the state of California, (SJCOE/ CODESTACK) and the Center Joint Unified School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of contract must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/ CODESTACK will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/ CODESTACK will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/ CODESTACK will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/ CODESTACK will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/ CODESTACK will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/ CODESTACK). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/ CODESTACK. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. SEIS Sending Data to SIS

The SJCOE/CODESTACK will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.4. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.5. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CODESTACKs by the client and responded to by CODESTACKs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/ CODESTACK's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/ CODESTACK during the three-year contract period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the contract period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE CONTRACT

The Client agrees to pay the SJCOE/ CODESTACK setup/configuration cost for the development of all the SEIS/SIS integration components/services in the amount of \$4,000. A single invoice will be presented to Center Joint Unified School District by CODESTACKs, commencing with the signing of this Contract in the amount of \$4,000 (four thousand dollars).

The Client agrees to pay the SJCOE/ CODESTACK annual maintenance fees of \$1.50 (one dollar and fifty cents), per student based on the Eligible and Pending Student Count as reported on the most recent Census Day. The Client's first annual maintenance fee will be \$1,119.00 (one thousand, one hundred, nineteen dollars) based on the count of 746. SJCOE/ CODESTACK will invoice the district for this first annual maintenance fee upon completion of the User Acceptance Period defined in section 2.5.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this contract following the System Launch Date calculated using the most recent Census Day Student Count.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Contract shall be in effect between the SJCOE/ CODESTACK and the Client beginning with the Effective Date and terminating 26 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Contract. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/ CODESTACK or Customer may terminate this Contract upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Contract, SJCOE/ CODESTACK shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Contract may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 WARRENTY DISCLAIMER

SJCOE/CODESTACK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CODESTACK ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CODESTACK. CLIENT AGREES THAT SJCOE/CODESTACK SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Contract and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Contract. Should it be determined by a Court of competent jurisdiction that this contract or any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder.

except the obligation of Client to pay for work already completed.

9.0 INDEPENDENT CONTRACTOR STATUS

This Contract is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

10.0 INDEMNIFICATION

SJCOE/ CODESTACK agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/ CODESTACK.

The Client agrees to indemnify, defend and hold harmless SJCOE/ CODESTACK for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

Johnny Arguelles, Division Director
CodeStack
San Joaquin County Office of Education

Date

Michael D. Jordan

Mike Jordan
Center Joint Unified School District

4/29/2024

Date

Agenda Item: XIII-9



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan

Initials:

Director of Curriculum, Instruction, and Special Education

MDJ

SUBJECT: 2024-25 Practi-Cal Agreement

☒ **Action Item**

☐ **Information Item**

Attached Pages 8

BACKGROUND:

Practi-Cal is a company that assists the CJUSD with the complex process of submitting claims for Medi-Cal billing. The district has worked with Practi-Cal for many years, and the attached MOU will continue this relationship for the coming school year.

RECOMMENDED BOARD ACTION:

CJUSD Board of Trustees approve the 2024-25 contract between CJUSD and Practi-Cal.



**SCHOOL-BASED MEDICAL BILLING & DOCUMENTATION
AGREEMENT BETWEEN THE
CENTER JOINT UNIFIED SCHOOL DISTRICT
AND
PRACTI-CAL, INC.**

Whereas the DISTRICT (hereinafter referred to as "DISTRICT") desires to contract for School-Based billing services, and/or documentation services; and Practi-Cal, Incorporated (hereinafter referred to as PRACTI-CAL) is willing to provide such services.

Now, therefore in consideration of the mutual Agreements and definitions contained herein, the parties hereto agree as follows:

1. Definitions The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:

- 1.1 PRACTI-CAL means Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
- 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
- 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.

2. Commencement, Amendment, and Termination

- 2.1 The parties hereby enter into this agreement for the period of three years beginning on 08/12/24 and remaining in full force and affect, except as amended or terminated as hereinafter provided.
- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.
- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than 180 days written notice before the end of the term or the automatic renewal date.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.

3. PRACTI-CAL Responsibilities: PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.

4. DISTRICT Responsibilities: The DISTRICT is responsible for performing the duties specified in Exhibit B.

5. Fees for Services

- 5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL an annual license fee for access to our online documentation and billing software, program related support, resources, and electronic claims processing. The fee listed below is for the first annual period. LEA's are now eligible for program reimbursement, based on eligible participation. Practi-Cal will use the most recent year's CRCS report for determining the next year reimbursement, in compliance with federal requirements. The fee listed below will be adjusted annually to reflect changes in DISTRICT annual Program Valuation determined by the *Cost Reimbursement and Comparison Schedule (CRCS) report, Worksheet A Summary, Total Medi-Cal Maximum Reimbursable Cost row*, and/or cost of providing services.

The DISTRICT can choose to pay this fee using one of the following methods:

When Paid Annually = \$66,479

When Paid Quarterly = \$17,949 (\$71,797 annually)

When Paid Monthly = \$5,983 (\$71,797 annually)

- 5.1a Claims administration services related to the Children Youth and Behavioral Health Initiative (CYBHI) program or any direct insurance billing program, not related to the LEA Medi-Cal Billing Option Program, will be billed at 7% of amounts received through claims adjudication with managed and commercial insurance plans. Please see Exhibit A and B for PRACTI-CAL and DISTRICT responsibilities.

- 5.2 PRACTI-CAL reserves the right to collect all fees that are due for any period preceding notice of termination or actual termination whichever occurs last. The DISTRICT shall pay PRACTI-CAL according to the following schedule:

A) If the DISTRICT check is dated less than forty five (45) days after the date on the PRACTI-CAL invoice, the DISTRICT shall pay the amount of the PRACTI-CAL invoice.

B) If the DISTRICT check is dated more than forty four (44) days after the date on the PRACTI-CAL invoice, a late payment fee of two percent (2%) shall be added on the forty fifth (45th) day and another two percent (2%) shall be added on each thirty day anniversary of the forty fifth (45th) day until payment is made.

6. Events of Default: Upon the occurrence of an event of default by either party to this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving the appropriate written notice to the defaulting party. Each of the following events constitutes an event of default:

- 6.1 If DISTRICT fails to make any payment on or before the due date and fails to cure this delinquency within thirty days of such delinquency.
- 6.2 If DISTRICT commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from PRACTI-CAL to the DISTRICT, then PRACTI-CAL may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

- 6.3 If PRACTI-CAL commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from the DISTRICT to PRACTI-CAL, then the DISTRICT may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty day's notice in writing to such effect.

7. Errors and Omissions:

- 7.1 No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under the AGREEMENT, provided such errors and omissions are reported as soon after discovery as possible. Both parties agree to carry such errors and omissions insurance as will protect the other party from injury not the fault of the injured party.

8. Confidentiality:

This section establishes the business associate relationship between DISTRICT and PRACTI-CAL and outlines the obligations, responsibilities, and expectations of the business associate in handling PHI in compliance with HIPAA regulations.

- 8.1 Except to the extent permitted under federal or state law, regulation or standards; and to the extent required to qualify students as clients or beneficiaries of services for benefits for which they are, or may be, entitled under State, local or federal entitlement or laws, under policies, contracts or insurance payments contemplated within the scope of this AGREEMENT, PRACTI-CAL shall not during or after the period of this AGREEMENT, without authorization from the DISTRICT, disclose or use for the benefit of any person, corporation or other entity or itself, any files or any other confidential or personally identifiable information concerning students and/or their families. Confidential or personally identifiable information shall mean information not generally known to the public which is disclosed to PRACTI-CAL, its agents or employees, or known by them as a consequence of this AGREEMENT, whether or not pursuant to this AGREEMENT.
- 8.2 The DISTRICT shall not, except to the extent permitted or required by law, disclose any proprietary information it may learn as a consequence of this AGREEMENT, to anyone other than an employee of the DISTRICT, who requires such information to perform hereunder, or an employee of PRACTI-CAL or its designee.
- 8.3 PRACTI-CAL acknowledges and agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security, and Breach Notification Rules, as applicable. PRACTI-CAL represents and warrants that its software has been designed and developed to meet the requirements of HIPAA, including but not limited to the technical, administrative, and physical safeguards required to protect the confidentiality, integrity, and availability of protected health information (PHI). PRACTI-CAL further agrees to implement and maintain appropriate policies, procedures, and controls to ensure the ongoing compliance of its software with HIPAA requirements.

9. Warranties: The DISTRICT represents and warrants that:

- 9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.
- 9.2 This instrument is being executed in multiple counterparts, each of which are the same AGREEMENT and any of which shall be considered an original instrument.
- 9.3 All information provided or otherwise supplied to PRACTI-CAL or its designee shall, to the best of its knowledge and belief, be true, accurate and complete and that the DISTRICT has the right to file

such CLAIMS as documented.

9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.

9.5 That neither the DISTRICT nor its employees shall submit claims except through PRACTI-CAL during the term of this AGREEMENT.

10. Ownership of Products of AGREEMENT: The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.

11. Remedies of the Parties

11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.

11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.

11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail to: Practi-Cal, Inc. PO Box 981000 West Sacramento, CA 95798-1000

12. Liability and Insurance

12.1 The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.

12.2 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL.

12.3 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.

13. Miscellaneous Provisions

- 13.1 The headings, titles and sub-titles in this AGREEMENT have been inserted solely for convenient reference and shall be ignored in its construction.
- 13.2 This AGREEMENT has been negotiated and executed in the state of California and the laws of that state shall govern its construction and validity.
- 13.3 This AGREEMENT shall inure to and shall be binding upon the parties hereto, the successors and assigns of the DISTRICT and PRACTI-CAL.
- 13.4 The purpose of this AGREEMENT is not to be defeated by a narrow, technical construction of its provisions. This AGREEMENT shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties hereof.
- 13.5 The waiver by either party of any breach or violation of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- 13.6 If any provision of this AGREEMENT shall be held invalid or unenforceable, the remainder of this AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect with respect to all other circumstances.

14. California AB 1584 Compliance (Parties agree as follows)

- 14.1 Pupil records¹ obtained by PRACTI-CAL from DISTRICT continue to be the property of and under the control of the DISTRICT.
- ¹ Pupil records include any information directly related to a pupil that is maintained by the DISTRICT or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other DISTRICT employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by PRACTI-CAL, (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications
- 14.2 The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: **Provide a written request to the District's Program Coordinator. The District's Chief Technology Officer will also consider the request with PRACTI-CAL to retain possession and control of the content where feasible.**²
- ² Procedure provided will likely depend on the capability of the technology, provided by PRACTI-CAL. The information will likely have to be provided by PRACTI-CAL to demonstrate product compliance.
- 14.3 The options by which a pupil may transfer pupil-generated content to a personal account include: **A written request will be provided to the District's Program Coordinator and reviewed by the District's Chief Technology Officer detailing the content requested and the destination personal account information.**
- 14.4 Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: **Parent or legal guardian will contact district to make a records request. District program coordinator will pull records from SpEdCare and provide to the parent. PRACTI-CAL will not provide records to parents.**
- 14.5 In the event of an unauthorized disclosure of a pupil's records, PRACTI-CAL shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: **PRACTI-CAL will inform District's Chief Technology Officer and Program Coordinator of unauthorized disclosure.**

- 14.6 PRACTI-CAL shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this AGREEMENT .
- 14.7 PRACTI-CAL certifies that a pupil's records shall not be retained or available upon completion of the terms of this AGREEMENT, except for a case where a pupil chooses to establish or maintain an account with PRACTI-CAL, for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure: **PRACTI-CAL will archive pupil data and deactivate active district logins. Since pupil data contains medical records that are auditable by state and federal agencies, records must be stored by PRACTI-CAL to present for potential audits. Upon termination, only PRACTI-CAL Administrators will have access to these records. When records are destroyed, at the direction of the DISTRICT, PRACTI-CAL will provide written notice that pupil records have been destroyed and are not in PRACTI-CAL's possession upon completion of AGREEMENT.**
- 14.8 DISTRICT agrees to work with PRACTI-CAL to ensure compliance with FERPA and the parties will ensure compliance through the following procedure: **When presented, PRACTI-CAL will review, complete and agree to the Districts Statement of Compliance Form for Third Party Organizations and/or vendors.**

References: AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date set forth herein.

For the DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

For PRACTI-CAL

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Practi-Cal Responsibility

- Provide access to our web-based HIPPA and FERPA compliant Electronic Health Records (EHR) claiming and special education service documentation system SpEdCare, including:
 - Health care plan writer
 - HIPPA compliant Telehealth module
 - Video IEP meeting module
 - CDE & Plan Implementation tracking and management for Medi-Cal & Non-Medi-Cal staff
 - Clinical documentation
- Cost Reimbursement and Comparison Schedule preparation & submission
- Provide access to our data and task management system
- Provide financial and provider submission reports
- Assign an experienced consultant and administrative assistant for remote program support who will be available via: Phone, email, and/or live webinars
- Access to monthly newsletter with program updates
- Provide Program Check-Up virtual meetings
- Automated submission reminders for mandated reports
- Practitioner Trainings
 - Live customized webinar trainings (PC, Mobile device)
 - Recorded Trainings (PC, Mobile device)
- Live webinar annual planning and compliance meeting
- Live coordinator and business webinars to assist with program processes and Compliance
- Process and transmit claims resulting from services entered in SpEdCare
- Process the following uploaded paper claims:
 - Contracted providers
 - Transportation logs
 - Vision & Hearing Screens
- Process student data for the purposes of Medi-Cal eligibility
- Follow-up on denied Medi-Cal claims and re-file claims when appropriate
- Maintain secure digital copies of district submitted claims, forms, documents, progress/case notes, etc. for the purposes of audit support.
- Provide periodic visual program performance reports to district leadership
- Children and Youth Behavioral Health Initiative (CYBHI) (In addition to the services listed above)
 - Provide webinar and/or video training and support related to participation
 - Provide access to Practi-Cal's HIPAA compliant Electronic Health Records (EHR) system
 - Transmit CYBHI eligible claims for adjudication
 - Provide financial and provider submission reports
 - Assist with compliance monitoring

Exhibit B

District Responsibility

- Assign a district coordinator, with enough staff hours to:
 - Ensure maximum program participation.
 - Complete Practi-Cal's annual Compliance Certification
 - Attend monthly Program Check-in meetings with Practi-Cal
 - Review all released announcements in SpEdCare.
 - Provide RMTS coding results and TSP lists for the purposes of completing CRCS
 - Respond timely to data or information requests by DHCS, Conduent and Practi-Cal
 - Maintain RMTS Code 2A documentation as required by DHCS
 - Encourage practitioners to timely record services using Practi-Cal's online software
 - Timely provide Practi-Cal with the required data elements to complete the following:
 - Cost Reimbursement and Comparison Schedule (Refer to section 5.1)
 - Annual Report
 - Provider Participation Agreement (new provider or evergreen year)
 - Data Use Agreement
 - Complete Practi-Cal's LEA Billing Coordinator training program, to ensure coordinators understand the responsibilities of the role of coordinator, compliance requirements and using SpEdCare.
- Maintain service documentation related to reimbursed services and RMTS moments
- Enter all services related to medical billing and plan implementation, into SpEdCare.
- Ensure DHCS, CMS, and Managed Care Plan compliance standards are met
- Provide to Practi-Cal
 - Quarterly Certified TSP list from Cost Pool 1
 - Periodic student database and special education service files
 - Copy of signed Physician-Based Standards for Speech-Pathology
- Maintain active and approved LEA Billing Option provider status with DHCS
- Maintain active participation in the Random Moment Time Sampling (RMTS) program
- Provide Practi-Cal OHC / TPL providers when needed for the purposes of submitting reimbursable claims
- Update SpEdCare for students who Parental Consent has been denied

Agenda Item: XIII-10



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan

Initials:

Director of Curriculum, Instruction & Special Education

MDJ

SUBJECT: Professional Service Agreement with Document Tracking Services

☒ **Action Item**

☐ **Information Item**

Attached Pages 5

BACKGROUND:

CONSULTANT'S NAME: Document Tracking Services

SERVICES TO BE RENDERED: Provide document translation for Special Education Documents, Curriculum & Instruction Documents, and District/State Parent Notifications.

DATES OF SERVICE: June 1, 2024 – May 31, 2025.

PAYMENT: License fee \$2,475 and each document is determined by document length and language.

TOTAL AMT OF CONTRACT: As needed.

RECOMMENDED BOARD ACTION:

CJUSD Board of Trustees approves Professional Services Agreement with Document Tracking Services.



LICENSE AGREEMENT

This Agreement effective **June 1, 2024**, is made and entered into by **Center Joint Unified School District** ("Licensee") and Document Tracking Services ("DTS") as Licensors, each a "Party" and collectively the "Parties".

1. Scope of Agreement

- 1.1 License. This License Agreement between Licensee and DTS covers Licensee's use of DTS's proprietary web-based application in accordance with the terms and conditions expressed herein.
- 1.2 Agreement to Be Bound. Licensee agrees to be bound by, and comply with, the terms of this License Agreement by (i) accessing and/or using the DTS Application and/or (ii) ratifying this License Agreement by signing below.

2. License and Right to Use. DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

- 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
- 2.2 Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

3. Internet Areas. Neither Licensee nor any third party shall be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval of DTS.

4. Term of License. The term of this License Agreement is for **one (1) year** from the effective date noted at the top of this document.

5. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

6. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS's secure server and will provide complete access to Licensee and its representatives. Licensee is solely responsible for the sufficiency, adequacy, and completeness of its content; for updating its content as necessary; and for proper implementation of any plans or procedures required by local, state, or federal law.

7. Security of Data. At all times, DTS will have complete security of Licensee's documents on dedicated servers that only authorized DTS personnel will have access to. All logins by DTS's authorized personnel will be stored and saved as to time of log-in.

- 7.1 Licensee may request in writing that DTS only store Licensee's documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

8. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.



9. Customer Service. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

10. Fees.

- 10.1 Licensee shall pay a fee of **\$2,475.**
- 10.2 Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0.**
- 10.3 Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- 10.4 DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.

11. Warranty.

- 11.1 Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- 11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.



12. Liability.

- 12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.
- 12.3 This limitation on DTS's liability applies whether the claims sound in warranty, contract, tort, infringement, or otherwise. Nothing in this License Agreement excludes any liability that cannot be limited as a matter of law.

13. Choice of Law and Venue. This License Agreement, and any dispute related to this License Agreement or arising from it, shall be governed exclusively by the laws of the State of California. The state and federal courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this License Agreement or its formation, interpretation, or enforcement.

14. Severability. If any portion of this License Agreement is not enforceable under applicable law, it will not affect any other term of this Agreement.

15. Definitions.

- 15.1 Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

- 15.2 Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

16. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: April 25, 2024

Licensee

By: _____

Date: _____

Center Joint Unified School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2024 School Accountability Report Card, English & Spanish (CDE Template)
2. 2024 School Plan for Student Achievement (CDE Template)
3. 2024 Comprehensive School Safety Plan (Custom Template)
4. 2024 Local Control and Accountability Plan (CDE Template)
5. Others to be identified as needed.



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024
TO: Center Joint Unified School District Board of Trustees
FROM: Michael Jordan
Director of Curriculum, Instruction & Special Education
SUBJECT: US Department of Education & ReSolve Math Study Agreement# 1579-CJUSD-2000-01

Initials: MDJ

☒ **Action Item** ☐ **Information Item** **Attached Pages** 44

BACKGROUND:

Center Joint Unified School District will conduct a national study with the US Department of Education and ReSolve to determine how IReady, a digital math product, can most effectively accelerate math learning as a complement to core teacher-led instruction in grades 2nd through 6th in the 2024-2025 and 2025-2026 school years. The US Department of Education's National Center for Educational Findings will publicly release the study report discussing the final evaluation findings in the 2026 school year.

Center Joint Unified School District will receive funds to reimburse educators for the following participation during the 24-25 and 25-26 school years:

- * 2nd-6th grade educator training conducted by Curriculum Associates,
- * 2nd-6th grade teacher participation on two surveys at the beginning and End of the Year.

RECOMMENDED BOARD ACTION:

CJUSD Board of Trustees approve Agreement# 1579-CJUSD-2000-01 between CJUSD and the US Department of Education & ReSolve Math Study.

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

SUBJECT: Resolve Math Study – Agreement No. 1579-CJUSD-2000-01

As part of the prime contract awarded by U.S. Department of Education (the “Funding Agency”), namely Contract No. 91990021D0001, Order No. 91990024F0308 (the “Prime Contract”), MDRC is conducting the Evaluating Programs and Strategies to Accelerate School Improvement Project (“Resolve Math Study” or the “Project”), a national study commissioned by the U.S. Department of Education's Institute of Education Sciences, to determine how digital math products can most effectively accelerate math learning as a complement to core teacher-led instruction.

MDRC is enthusiastic about working with the Center Joint Unified School District (the “Site”) on the Project. This document and the Exhibits set forth the respective roles and responsibilities of Site and MDRC for our work together to collaborate on the Project (the “Agreement”).

1. Term.

The term of this Agreement shall be from June 1, 2024 through December 19, 2024 (the “Term”), unless terminated earlier in accordance with this Agreement. The full term of the Prime Contract is expected to extend through August 15, 2027, and the project might continue after that date as well. In the event the project is extended, the Parties may elect to modify this Agreement with respect to the Term and other provisions.

The provisions of the Agreement that, by their nature, need to survive the expiration or other termination of the Agreement shall do so. Such provisions may include, but are not limited to, those that concern the retention of books, documents, papers, records, and data; data security; the protection of MDRC’s proprietary rights in its Site Agreement Materials (as defined below); and the protection of Participant Information and Research Information (as defined below).

2. Scope of Work and Data Sharing Agreement.

Site has agreed to collaborate with MDRC’s on the Project in accordance with the roles and responsibilities set forth in the Scope of Work, attached hereto and incorporated herein as Exhibit A, and the Data Sharing Agreement, attached hereto and incorporated herein as Exhibit B. Site is responsible for providing complete and satisfactory performance of this Agreement, in accordance with the roles and responsibilities set forth in the Scope of Work and Data Sharing Agreement. The determination of satisfactory performance shall be made by MDRC, in its reasonable judgment, in consultation with Site.

3. Payment and Invoicing.

This is an incrementally funded fixed price agreement. The funded amount is \$0 (zero dollars). The overall ceiling amount for the Agreement is \$64,608 (sixty-four thousand six hundred eight dollars). Upon modification to the Prime Contract from the U.S. Department of Education, MDRC will modify this Agreement to increase the funding amount. Site will be paid for its completion of the tasks and deliverables in accordance with the payment schedule outlined in Exhibit A, Section VIII.

- a. Invoicing. Upon submission and acceptance by MDRC of the deliverables outlined in Exhibit A, Section VIII, Site shall submit a proper invoice ("Proper Invoice") within thirty (30) days. Site must email Proper Invoices as an attached file in Portable Document Format (PDF) to apinvoices@mdrc.org and Hannah.Power@mdrc.org. The subject line of the email should include the Agreement number, project name, invoice number, and date.
- b. Proper Invoice. A Proper Invoice shall contain the following:
 - i) Site name and address; ii) Agreement number and project name; iii) invoice number and date; iv) milestone description, number, and milestone payment amount (as detailed in Exhibit A, Section VIII) amount to date of payments; vi) name, address and telephone number of official to whom payment is to be sent; vii) signature of responsible official, along with date, printed name, title and email address, and certification by the following statement: "Center Joint Unified School District certifies that it is properly entitled to payment and that all payments requested are for appropriate purposes and in strict accordance with the terms and conditions set forth in the Agreement."; and ix) any other information or documentation required under this Agreement or requested by MDRC.
- c. Conditions for Payment. Conditions for each payment are the continued satisfactory and acceptable performance of the Scope of Work; completion and acceptance of Deliverables, as reasonably determined by MDRC; Site's compliance with all terms of this Agreement; and submission of a Proper Invoice. If all the aforementioned conditions are satisfied, MDRC will make payment within thirty days (30) days. Should errors, omissions, or other issues surface following the review of Site's invoice and other documentation, MDRC will notify Site immediately in an effort to resolve the issues so that Site can be paid within the period described in the Agreement. However, it should be noted that MDRC may defer payment for any item questioned in the invoice until such time as the specific issues are resolved and/or have been satisfactorily explained and approved.
- d. Release of Claims. Site's acceptance of final payment hereunder constitutes its full and final release of all claims against MDRC, its directors, officers, employees, and agents that are in any way related to the Agreement, whether the basis of such claims is then known or unknown to Site or MDRC, except as to

criminal conduct or gross negligence of MDRC. Site's execution of this Agreement is a written waiver as described in the below-entitled Section called "Waiver."

4. Point of Contact.

The following individuals shall serve as the primary supervising points of contact in connection with the Project:

Point of Contact at MDRC:
Barbara Condcliffe
Senior Research Associate, K12 Education
Barbara.condcliffe@mdrc.org

Point of Contact for Center Joint Unified School District:
Becky Lawson
Coordinator of Curriculum and Instruction
rlawson@centerusd.org

MDRC or Site may, at any time, designate a new or alternate point of contact for its organization and will promptly notify the other party upon such designation.

5. Incorporation of the Prime Contract.

MDRC is operating the Project under its Prime Contract, as discussed above, and MDRC intends for this Agreement to be executed in conformity with the applicable provisions of the Prime Contract. The Prime Contract includes certain provisions, including those of the Federal Acquisition Regulations (the FAR), set forth in "Prime Contract Requirements," attached hereto and incorporated herein as Exhibit D. MDRC is bound by these terms and requires Site to be in compliance only with the applicable clauses and provisions set forth in this Exhibit D. The full text of the clauses and provisions is available on request.

Under no circumstances shall this Agreement, in whole or in part, create a contractual relationship between the Funding Agency and Site.

6. Site Records, Audit, and Federal Regulatory Requirements.

- a. The administrative requirements and the applicable cost principles the Federal Acquisition Regulations (FAR) Part 31.2 apply to this Agreement. In the event of a conflict between this Agreement and the FAR, the FAR governs.
- b. Site's accountants must be competent and familiar with federal requirements for the accounting for contract revenue and expenses, determining cost allocation, allowability, and reasonableness in accordance with the FAR and all other applicable federal regulations, and must be able to prepare financial statements in

accordance with GAAP and the cost principles contained in FAR Part 31.2, for use by external auditors performing an audit of Site in compliance with the federal cost principles applicable to your organization.

- c. Site shall retain all of books, documents, papers, and records involving financial transactions directly related to this Agreement for a period of five (5) years after MDRC makes the final payment under this Agreement. Site agrees that MDRC, federal auditing officials, or their authorized representatives shall have access to and the right to examine any and all books, documents, papers, or records of Site involving financial transactions directly related to this Agreement, and MDRC shall have the right to challenge any costs claimed, even if payment for those costs has been made. Upon request, Site shall provide its books, documents, papers, or records involving transactions directly related to this Agreement to MDRC, federal auditing officials, or their authorized representatives, and make available Site's personnel in connection with any examination of Site's books and records.

7. Rights to and Disposition of Data.

- a. Definition of Site Agreement Materials. All reports, analyses, studies (including any tables and charts therein), questionnaires, survey and other information, and data and the database, including all computer sensible forms thereof and any related printouts thereof, that are developed by Site with Project funding exclusively for this Agreement, excluding Site's proprietary software programs, database, manuals, and other products developed prior to this Project, are hereinafter referred to as "Site Agreement Materials." Financial reports or cost analyses and similar information incident to contract administration of Site and any approved subcontractors shall not be deemed Site Agreement Materials.
- b. Ownership and Use of Site Agreement Materials.
 - i. MDRC shall be the exclusive owner of all proprietary rights, including copyrights, in and to the Site Agreement Materials, as author at law of work for hire made at the direction and under the supervision of MDRC. If for any reason the Site Agreement Materials, or any portion thereof, are deemed not to be a work made for hire for MDRC, then Site hereby irrevocably assigns, conveys and transfers to MDRC all of its right, title and interest in and to the Site Agreement Materials and all intellectual property rights thereto free from any restrictions and limitations.
 - ii. Site shall not utilize (except in the performance of the work under this Agreement) or divulge any Site Agreement Materials without MDRC's written consent. Site shall inform each of its professional employees, including individual consultants who may contribute to performance of the obligations under this Agreement, of MDRC's rights under this Agreement. During the term of this Agreement, Site shall preserve all Site

Agreement Materials in safe custody. Upon MDRC's request or at expiration of this Agreement, Site shall, upon MDRC's instruction, deliver to MDRC or destroy all or any portion of the Site Agreement Materials.

- iii. Advance written approval of MDRC shall be required for any and all publications, presentations, or other use of the Site Agreement Materials. Site shall not issue publicity/advertisements, news releases, or grant any press interviews related to this Agreement or the Project, except with the advance written consent of MDRC.
- iv. Site agrees that to the extent that Site receives or is given access to data necessary for the performance of this Agreement that contains restrictive markings, Site shall treat the data in accordance with such markings unless otherwise specifically authorized in writing.
- v. Anything in this Agreement to the contrary notwithstanding, when and to the extent that Site Agreement Materials are made public, Site shall have the same rights as the general public to utilize any such materials, including the right to make fair use of copyrighted materials.

8. Proprietary Information.

- a. Performance of this Agreement may require Site to access and use data and information proprietary to MDRC that is of such a nature that its dissemination or use, other than in performance of this Agreement, will be adverse to the interest of MDRC ("Proprietary Information"). Site understands that the Proprietary Information disclosed pursuant to this Agreement derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by, other persons who can obtain economic value from its disclosure or use.
- b. To the extent possible, MDRC shall clearly mark Proprietary Information as such at the time of disclosure. When such marking is not possible, MDRC shall provide verbal notice to Site at the time of disclosure.
- c. Neither Site nor Site's personnel (including Site's employees, independent contractors, and agents) shall divulge, reproduce, or release Proprietary Information in any form to any third party, either during or after the term of this Agreement, until made public by MDRC. Site shall not use, disclose, or reproduce Proprietary Information, other than as required in the performance of this Agreement. Nothing herein shall preclude the use of any data and information independently acquired by Site without such limitations.
- d. Site will protect the Proprietary Information in the same manner as it protects its own Proprietary Information of a similar nature. Disclosure of the Proprietary

Information within Site's organization shall be restricted to those individuals who are directly participating in performance under this Agreement.

- e. The foregoing terms and conditions concerning Proprietary Information shall survive the termination of this Agreement and shall remain in effect for three (3) years thereafter.

9. Management of Information.

- a. Program Information. Program Information is defined as all data and records within the custody of a program that are collected and used for its program purposes in its ordinary course of business. The program is responsible for creating and maintaining rules governing the confidentiality and security of Program Information and for communicating those rules to its program participants. Notwithstanding, once Program Information is given to MDRC or Site for research purposes, it will be subject to MDRC's rules regarding the protection of Research Information, as set forth in this Agreement.
- b. Research Information. Research Information is defined as all data and records collected for research purposes under this Agreement. The vast majority of Research Information will be treated as confidential and described herein as "Confidential Information." Confidential Information is information containing personal identifiers obtained during the course of the Project for research purposes pursuant to the promise of confidentiality. Other items of Research Information will not be Confidential Information. For example, facts regarding a site and its staff participating in the Project might be collected for research purposes thus considered Research Information, but if they are not collected pursuant to the promise of confidentiality, they will not be Confidential Information. Site will, however, institute procedures that are appropriate for all Research Information, with due regard for its sensitivity.
- c. Confidentiality of Confidential Information. Site may not disclose to third parties any Confidential Information made available to Site for the performance of this Agreement. Site must ensure that such information will be held in strict confidence and will be used only for the purposes stated in this Agreement and will not be disclosed or released to anyone without prior written approval from MDRC. Site agrees to comply with the provisions of any federal, state, or local privacy act applicable to the performance of this Agreement and to cause its employees and consultants, and its subcontractors and subcontractors' employees and consultants to so comply.
- d. Breach of Confidentiality of Confidential Information. Site must have policies and procedures in place for defining and handling security incidents and potential breaches affecting Confidential Information. Any breach or potential breach of confidentiality, whether through deliberate or inadvertent disclosure of Confidential Information (e.g., a laptop is lost or stolen, package sent to staff is

not received) shall be reported to MDRC within 30 minutes of discovery of its occurrence. Site shall file an incident report as soon as is practicable. Should a breach of confidentiality occur, Site shall, to the extent practicable, mitigate any harmful effect on individuals whose information was accessed or disclosed. Site agrees to provide compensatory and other services to any individual whose Confidential Information is accessed or disclosed, such as credit monitoring and privacy protection services for up to 1 (one) year, with the approval of MDRC. Such services will be provided solely at the expense of Site.

- e. Adverse Event Related to Confidential Information. Site will abide by provisions in the informed consent protocol approved by cognizant Institutional Review Boards pertaining to disclosure of Confidential Information, including but not limited to participant disclosure of intent to cause injury. In the event of such disclosure of any adverse incident during data collection, Site will notify MDRC immediately, will provide information regarding Site's response to the incident, and will follow any instructions issued by MDRC in response to the adverse event. Requirements in connection with a breach of confidentiality are set forth in the above-referenced section, "Breach of Confidentiality."
- f. Institutional Review Board ("IRB") Requirements. Site will comply with the requirements of MDRC's IRB with respect to the protections and protocols applicable to subjects and will, upon request, submit to the IRB all materials required for continuing IRB oversight.
- g. Requirements for Research Involving Human Subjects. Site shall comply with all applicable federal provisions, statutes and regulations regarding the protection and privacy of human subjects including, but not limited to, the Privacy Act of 1974, 5 U.S.C. § 552a, and the Common Rule, 45 CFR Part 46.
- h. Requests for Confidential Information. Upon receiving any request for Confidential Information, including through litigation or other legal action relating to the Project or through subpoena or other legal process seeking to compel production of or obtain access to any data or work under this Agreement, Site will promptly notify MDRC, and will follow MDRC's instructions with regard to any disclosure of such Confidential Information. Site will use its best efforts to cooperate with MDRC's decisions and actions to limit the disclosure of any such Confidential Information. This provision will continue to bind Site when the Agreement is completed or otherwise terminated.
- i. Site's Obligations Regarding its Staff, Consultants, and Subcontractors.
 - i. Access to Confidential Information. Site will ensure throughout the Project that all staff are provided with the minimum Confidential Information needed to accomplish specific tasks (for example, field survey staff should not be routinely provided with sensitive information if not critical for the specific task to be undertaken). Confidential Information

shall only be shared with members of Site's team who have been authorized by MDRC's Project data manager to access such information.

- ii. Confidentiality Agreements. Upon MDRC's request, Site will require that its employees sign an agreement to abide by policies on data security and confidentiality required by this Agreement. The agreement signed by employees shall affirm that each individual understands the importance of maintaining data security and confidentiality and agrees to abide by management and technical procedures that implement these policies. In addition, any other non-employee staff used by Site with MDRC's approval will sign a confidentiality agreement.
- iii. Training. Site and its employees, as well as any non-employees, who are gathering or maintaining Confidential Information will receive training in requirements pertaining to human subjects before gaining access to such information. Site shall maintain documentation of such training, which it will provide to MDRC upon request.

10. Data Security of Confidential Information. Site must follow the data security requirements of the Prime Contract, as provided by MDRC and as modified from time to time, as well as any security requirements identified in this Agreement.

- a. General. Confidential Information may not be transported and stored outside assigned storage areas except under limited circumstances and with prior written approval by MDRC.
- b. Specific Requirements by Location.
 - i. Network Systems. Site must ensure that the premises housing the network system used for processing Confidential Information is properly safeguarded from intrusion. Site shall have a documented security policy governing the secure use of its computer network and systems, including governing access to systems with the Confidential Information
 - ii. Devices. Confidential Information must be stored on encrypted laptops, jump/thumb drives, and/or external hard drives. These devices might be available in encrypted formats, or files can be encrypted before storing them on portable media. When access to Confidential Information is needed outside the network infrastructure, it might be stored in laptops that encrypt data at rest, thereby preventing data from being exposed in the event the laptop is lost or stolen. Any Site use of outside laptops and or other portable storage devices attached to network infrastructure must be carefully controlled to help avoid infection by malware. Similarly, Site must prohibit peer-to-peer networking and other kinds of connectivity that expose the network to outside access.

- iii. Paper Files. Site must log and store all Confidential Information received in paper documents in locked storage areas with limited access on a need-to-know basis.
 - iv. Computerized Files. Site shall maintain a robust technical environment, secured by firewalls that limit access to designated network areas and requires authorized individuals to gain access via password identification systems. Site must strictly control access rights to secure areas of the server holding data files that contain Confidential Information. In the event that data files containing Confidential Information must be transmitted to or from the local network system and another location (e.g., as government agency, service provider, or subcontractor), encryption with passwords must be used to ensure file security and data integrity. When accessing secured data, storage control must be maintained by an account login ID and strong individual password.
 - v. Networks. Network administrators shall maintain the security of their systems. Virus protection, firewalls, intrusion detection, and other tools for monitoring or preventing security lapses must be kept up-to-date, similarly for operating system and software patches.
- c. Data Management. Network services for data storage and processing shall be structured to avoid proliferation of file copies to multiple workstations. Back-ups of Confidential Information (required as part of a disaster recovery plan) shall be stored in a secure off-site location.
- d. Data Destruction. At the direction of MDRC, media containing Confidential Information must be destroyed by an appropriate fail-safe method, including physical destruction of the media itself or destruction of the contents of electronic media. Storage media (e.g., diskettes, tapes, and CDs/DVDs) that contain or ever contained Confidential Information must be destroyed by an MDRC-approved method. Hard drive storage, if to be reused, must be wiped clean of deleted content by utilities that meet current federal standards.
- e. Online Tools. If Site's work under this Agreement includes the development of any websites, web-based applications, or other online resources for MDRC ("Online Tools"), and Site is responsible for the hosting of the Online Tools (either directly or through an external service provider), such responsibilities include the responsibility for the continued monitoring, maintenance, and security of the Online Tools for the Term. This includes, but is not limited to, ensuring that all software and hardware patches are applied in a timely manner (as described in NIST 800-53), as well as remediating any cybersecurity vulnerabilities that may subsequently be discovered that would otherwise impact the Online Tools. At the end of the Term, Site is responsible for either taking the Online Tools offline or transitioning control to MDRC.

- f. Site shall notify MDRC no later than one business day after any Site personnel with access to MDRC's secured network 1) no longer require access to MDRC's secured network for the Project or 2) are no longer, or should no longer be, authorized by Site to have access to the MDRC's secured network (e.g., personnel leaves employ or ceases working on the Project).
- g. Site acknowledges that data security terms in this Agreement may be updated as needed and in accordance with any data sharing agreement(s) for this Project.

11. Communication.

All communication shall be between Site and MDRC, regarding the performance of services under this Agreement. If in the unlikely event communication becomes necessary between Site and the Funding Agency, Site will include MDRC in such discussions. If not possible, Site will notify MDRC immediately afterwards of any discussions held between Site and the Funding Agency. Site will copy MDRC on any and all forms of written communication, including but not limited to text messages and electronic mail, between Site and the Funding Agency.

12. Termination.

- a. Termination for Default. MDRC may, by written notice of default to Site, terminate the whole or any part of this Agreement, if Site breaches any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement, and in either of these circumstances, fails to cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, MDRC may secure the required services from another party. If the cost to MDRC exceeds the cost of obtaining the services under this Agreement, Site shall be responsible to pay the additional costs. The rights and remedies of MDRC provided in this termination for default shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Termination for Convenience. This Agreement may be terminated, in whole or in part, at any time by MDRC by giving written notice at least fifteen (15) days in advance. MDRC agrees to pay Site under the terms of this Agreement for all services provided and accepted by MDRC.
- c. Changes in Funding Under the Prime Contract. MDRC has the right, in its sole discretion, to make a corresponding adjustment to the compensation amount described above upon any revisions MDRC makes to the Scope of Work under this Agreement. Site and MDRC will proceed with performance under this Agreement, as revised.
- d. Stop Work. A Stop Work Order will be issued by MDRC to Site if it is advisable in MDRC's sole discretion to suspend work. By written Stop Work Order to Site,

MDRC will require Site to stop all or any part of the work called for by this Agreement. Upon receipt of the Stop Work Order, Site will immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order.

13. Changes.

This Agreement may be altered, amended, or modified only by a writing executed by duly authorized representatives of both parties. Notwithstanding, MDRC may at any time, by written order, make changes in the services to be performed by Site, within the general scope of this Agreement. Such changes include those that would reasonably follow from the COVID-19 pandemic, as determined by MDRC in its sole discretion. If a change causes an increase or decrease in cost and/or time required for performance, the parties may consider making an equitable adjustment to this Agreement.

14. Key Personnel.

- a. Key Personnel. Site shall provide the following key personnel for this work: Becky Lawson, Coordinator of Curriculum and Instruction (the “Key Personnel”). This Key Personnel may not be diverted from the Project or substituted, nor may his/her level of effort be reduced, without the prior written consent of MDRC. Such consent shall be given in a timely fashion and not be unreasonably withheld.
- b. Unavailability of Key Personnel. Whenever Key Personnel become unavailable for assignment under this Agreement or are unable to commit the level of effort required without substantial deviation (more than 10 percent), Site shall notify MDRC at least thirty (30) days in advance, or as soon as possible. Site shall provide MDRC with written justification (including background documentation) of any proposed substitution.

15. Insurance.

During the Term, MDRC and Site shall maintain all appropriate insurance for its organization and its insurance policies shall be placed with suitably licensed carriers with appropriate ratings.

16. Equal Opportunity/Non-Discrimination.

Site shall comply with all applicable federal, state, and local civil rights and non-discrimination laws, rules, and executive orders. Additionally, the Prime Contract requires Site to adhere to certain FAR provisions including, but not limited to: FAR 52.222-21 Prohibition of Segregated Facilities (Apr 2015), FAR 52.222-26 Equal Opportunity (Sept 2016), FAR 52.222-35 Equal Opportunity for Veterans (June 2020), and FAR 52.222-36 Equal Opportunity for Workers with Disabilities (June 2020).

17. Notice.

Each notice, approval, or consent given by MDRC or Site hereunder shall be in writing and shall be delivered or mailed to the following respective addresses or to such other addresses as either party may designate to the other by notice as herein provided:

If to MDRC:

MDRC
200 Vesey Street, 23rd Floor
New York, NY 10281
Attn: Jesús M. Amadeo, Senior Vice President
Email: Jesus.Amadeo@mdrc.org

If to Site:

Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
Attn: Lisa Coronado, Director of Fiscal Services
Email: coronado@centerusd.org

18. Independent Contractors.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

19. Representations and Warranties.

Each party represents and warrants to the other that it has the full right and authority to enter into and perform the Agreement and is not party to any agreement or understanding in conflict with the Agreement.

Site warrants that it has the financial and operational capacities to perform the services provided for under this Agreement. Site will notify MDRC if there is a significant change in its financial or operational condition, affecting its ability to provide services under this Agreement.

Site represents that it has or shall (at its own expense) obtain all licenses, certifications, permits, approvals, inspections, and other authorizations required to perform the services. Inability or failure to obtain such items shall not excuse Site's failure to strictly comply with the terms of this Agreement.

20. Governing Law; Jurisdiction.

The Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of law provisions. By execution of the

Agreement, the parties consent to submit to the jurisdiction and venue of the courts of the State of New York in New York County and the federal courts located within the City of New York.

21. Waiver.

No waiver of any provision of the Agreement shall be effective unless made in writing and signed by the party who is waiving a right or benefit under the Agreement. No failure on the part of any party to exercise, or delay in exercising, any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right or be deemed a waiver of either party's rights to insist upon strict compliance thereafter.

22. Cumulative Remedies.

To the extent permitted by law, all rights and remedies existing under the Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

23. Reporting Executive Compensation and First-Tier Subcontract Awards.

MDRC may need to request executive compensation information from Site in order to comply with FAR 52.204-10 - Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020). Site agrees it will provide executive compensation information if necessary.

24. Successors and Subcontracts/Consulting Agreements.

Neither this Agreement nor any rights hereunder shall be assignable or otherwise transferable by Site without the prior written consent of MDRC. Site shall not delegate or subcontract (to include consulting agreements) any performance or obligations under this agreement, except with the prior written consent of MDRC. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors, assigns, and legal representatives.

25. Final Agreement.

The Agreement and all attachments constitute the complete and final agreement between MDRC and Site, and supersedes all prior agreements, written or oral, relating to the subject matter hereof. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any of the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Titles of sections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

MDRC

Center Joint United School District

Signature

Date

Signature

Date

Printed Name

Printed Name

Title

Title

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Data Sharing Agreement

Exhibit C – Data Consent Form

Exhibit D – Prime Contract Requirements

Exhibit A – Scope of Work

I. Background

The U.S. Department of Education has funded MDRC and its collaborators at Digital Promise, Public Strategies, RAND, and Westat (the “Study Team”) to conduct the ReSolve Math Study. The Study Team is working with two digital math products, Curriculum Associates LLC’s i-Ready Personalized Instruction and Renaissance Learning’s Freckle, which were selected through a competitive review process for their promise in addressing unfinished learning in math. Both products include high-quality adaptive assessments and associated individualized learning plans to accelerate students toward mastery of grade-level standards. The products feature engaging interfaces that incorporate best practices in supporting students who struggle with mathematics and include supports for multi-lingual learners and special education students. Both products also offer teachers and administrators real-time progress data on each of their student’s usage and learning. Starting in Fall 2024, participating schools will receive two years of access to one of the two products and the Study Team will study the effects of the products on student learning.

The ReSolve Math Study aims to accomplish two learning goals:

- (1) Provide much needed evidence on an important question in mathematics education in the wake of the pandemic: whether students’ math proficiency—in both the short- and long-term—is better served by an instructional approach that supports building mastery in all unfinished learning (“Broad Foundation Skill Building”) or by an instructional approach that targets unfinished learning “just-in-time” by re-teaching only those prerequisite concepts thought to be necessary to succeed in grade-level content (“Focused Just-in-Time Skill Building”).
- (2) Learn which instructional support approach works best for which students. For example: students who begin the year especially behind, multi-lingual learners, and students with disabilities.

To evaluate whether the two approaches to providing instructional support in math are equally effective, the study will use a lottery to assign all 2nd, 3rd, 4th, and 5th grade students in the participating schools to receive one of the two instructional approaches to catching students up to grade level standards. The study will compare the outcomes of students receiving each approach. The study will consider outcomes for all 2nd through 5th grade students in participating schools but have a special focus on the outcomes of students who start the year below grade level.

The Study Team and U.S. Department of Education expect the agreement process and confirmation of all participating districts and schools to be complete by August 2024. Product implementation and data collection will begin at the start of the 2024-2025 school year and continue through the following school year (2025-26).

Table 1: ReSolve Math Study Data Collection

The Study Team plans to collect the following types of data about students and staff in all participating schools. These data collection activities will take place in the Fall and Spring

during the two study years, SY 2024-25 and SY 2025-26. The Department of Education also plans to collect follow-up extant school records to assess long-term math outcomes for students in this study. The Study Team will request those records from participating districts at a later date.

- a. **District Records Data:** The Study Team will work with the District in the Spring/Summer of each study year (SY 2024-25 and SY 2025-26) to collect information about 2nd through 5th grade students. This data will be used to describe sample characteristics and to assess impact on student outcomes. The data collected about students in participating schools will include students' demographic characteristics, their enrollment and attendance at school, performance on state standardized math tests before the study started (SY 2023-24) and at the end of each study year, and performance on any district-assigned interim math assessments (e.g., benchmark assessment systems administered three times per year). The Study Team will also request follow-up data on these students' math outcomes in later years, including state standardized test scores and math course-taking in middle and high school. Additionally, in the Fall and Spring of each study year (SY 2024-25 and SY 2025-26) the Study Team will request directory data on teachers and school staff to support administration of the study surveys. Finally, the Study Team will request student rosters for all students in grades 2-5 to conduct the lottery process. The Study Team will also request monthly roster updates. See Exhibit B for more detailed information and a sample template for a District records request for students.
- b. **Product Data:** The Study Team will also gather individual-level data from Curriculum Associates on students' usage, mathematical work, and progress with the digital math product during the two study school years, 2024-25 and 2025-26. This data will be used to describe whether products were used as intended and to assess differences in students' receipt of the product's individualized instruction and engagement between the two instructional approaches. With guidance from the Study Team, the District or Curriculum Associates will link District provided student-level assessment data to this student-level product data from Curriculum Associates, which will be necessary to conduct the study. Finally, Curriculum Associates may share student roster data with the Study Team to support the random assignment of students to the two different instructional approaches/product modes.
- c. **Spring School Leader Survey:** In the Spring of each study year (SY 2024-25 and 2025-26), the Study Team will administer a survey to a school leader in each participating school with the most knowledge of 2nd through 5th grade math instruction. This data will be used to describe implementation of digital math products from a school administrator perspective.
- d. **Teacher Surveys:** In the Fall and Spring of each study year (SY 2024-25 and SY 2025-26) the Study Team will administer surveys to all 2nd through 5th grade teachers in each participating school. The Fall teacher survey data will be used to collect teacher background and experience (e.g., teaching math and using

technology) for study context and to explore whether teachers contribute to any observed differences in students learning. Spring survey data will be used to describe how teachers use digital math products and their perceptions of students' engagement with math.

II. District Responsibilities

By participating in the ReSolve Math Study, the District and its participating schools agree to the following responsibilities:

- A. **Facilitate District Research Approvals:** The District will assist the Study Team (e.g., facilitate necessary introductions, help provide the Study Team with district-specific information or a letter of support if needed, etc.) to secure any necessary research approvals for the study's data collection activities.
- B. **Coordinate with Study Team on District Records Collection:** The Study Team will collect data from the District during the 2024-25 and 2025-26 school years. The District will identify the appropriate staff who can fulfill data requests and secure transfer of data. The District will transmit the data through a secure process under procedures developed by the Study Team and approved by the District. More detailed information regarding these data requests can be found in Appendix B.
- C. **Coordinate with Curriculum Associates on Onboarding Activities and Necessary Approvals:** The District will identify the appropriate staff (e.g., IT staff) who can connect with Curriculum Associates for the study's implementation period (SY 2024-25 and SY 2025-26). Curriculum Associates will provide support to the identified District staff regarding integration of the product into district platforms so that it is usable by participating schools and students. Curriculum Associates will conduct virtual product orientation sessions with District leaders prior to the start of the 2024-2025 school year and will be available to provide technical assistance as needed throughout the study period (SY 2024-25 and SY 2025-26). Additionally, the District will work with the Study Team to secure any necessary approvals from Curriculum Associates for the study's product implementation activities.
- D. **Support Schools' Participation in Training and Expected Use of the Digital Products:** In the summer before each year of implementation and throughout the school-year, the District will ensure that all participating 2nd through 5th grade math teachers participate in mandatory trainings provided by Curriculum Associates. Throughout the study period, the District will support the Study Team to ensure that the participating schools adhere to the study's expectations for 60 minutes of student usage per week and the students' lottery assignment. The District will maintain regular communication with the Study Team throughout the study period SY 2024-25 and SY 2025-26 and encourage the same level of engagement from its participating schools. If a participating school becomes unresponsive, the District will support the Study Team to reengage the school.
- E. **Supports Schools' Participation in the Study:** The Study Team and Curriculum Associates will conduct a lottery of students in 2nd through 5th grade classrooms in participating schools to one of the two instructional approaches (product modes) within the product. The District must agree to the lottery assignment of participating

students to different instructional approaches (or product modes) and ensure that participating schools do the same. Finally, the District will assist the Study Team with school communication as needed to ensure that all participating schools can complete the study's data collection activities (e.g., teacher surveys, school staff surveys) within the study's specified timeline. See Section I, Table 1 for more information on study data collection activities.

III. District Roles

To adhere to the responsibilities outlined above, the District will identify individuals filling the roles below. Furthermore, the District will make the Study Team aware of any transitions of staff playing these roles and identify their replacements.

- A. **District Coordinator for Study:** The District Coordinator is the primary point of contact for the Study Team on all matters related to the study and therefore oversees all communication with the Study Team and participating schools. This person facilitates introductions to district personnel for the entire Study Team, including the School Support team and Curriculum Associates. This person will work with the relevant personnel at the district and in the study schools to assist the Study Team with completion of all study activities including product implementation and monitoring, educator training, and research activities. The District Coordinator will be available for up to bi-weekly check-ins throughout the school-year with the Study Team and Curriculum Associates to support strong implementation. Meeting schedule will be determined between the District Coordinator and School Support team.
- B. **Data Coordinator for Study:** The Data Coordinator is the primary point of contact for the Study Team on all matters related to requesting data from the district and managing its transfer.
- C. **Research Office Representative:** The Research Office Representative is the primary point of contact for the Study Team on all matters related to the necessary district research approvals for the study.
- D. **District IT Representative:** The District IT Representative is the primary point of contact for the Study Team on all matters related to the necessary approvals from Curriculum Associates and integration of the product into the District's IT infrastructure.

IV. School Responsibilities

By participating in the ReSolve Math Study, schools affirm their eligibility and agree to the following requirements.

A. Participation Requirements for Schools:

- i. **Implementation Expectations:** Schools must set aside 60 minutes (or more) weekly during regular math instructional time for each 2nd through 5th grade student to work with the product in their assigned instructional approach (product mode). The 2nd through 5th grade math teachers can

decide how to distribute the required 60 minutes of product time over the course of the week.

- ii. **Educator Training:** The 2nd through 5th grade math teachers in participating schools will receive and are required to participate in up to six hours per year of in-person or virtual training from Curriculum Associates on how to use the product. Additionally, up to two school-level administrators with math curriculum and instruction oversight will receive and are required to participate in training on how to support the use of the product in their schools. The initial trainings will take place in Summer and Fall 2024 and will be coordinated by Curriculum Associates and the Study Team with the District. A second training will be provided in Summer 2025.
- iii. **Adhere to Lottery Results:** The participating schools must adhere to the student-level lottery assignments, which will evenly assign all 2nd through 5th grade students into one of the product's two instructional approaches: 1) Focused Just-in-Time Skill Building Group or 2) Broad Foundation Skill Building Group.
- iv. **Complete Data Collection Activities:** The Study Team will conduct the surveys, mentioned in Section I Table 1 in all participating schools. These data collection activities will take place in the Fall and Spring during the two study years, SY 2024-25 and SY 2025-26.

V. School Roles

- A. **Study Liaison:** The Study Liaison is the primary point of contact from the school on all matters related to product implementation and research activities. This individual will work with the relevant personnel from the school to assist the Study Team with all study activities. This role will also oversee regular communication with Curriculum Associates and the School Support Team. This role will coordinate with the Study Team to ensure the completion of all study activities including study onboarding and survey collection. This role will also work with Study Team and Curriculum Associates to share school rosters of 2nd through 5th grade students. This role will also attend mandatory school leader trainings and will facilitate the mandatory teacher training. This role will also be the primary point of contact for the School Support Team to support strong implementation (e.g. up to bi-weekly check-in meetings).
- B. **Study IT Coordinator:** The Study IT Coordinator is the primary point of contact from the school that coordinates directly with Curriculum Associates to integrate the digital math product into the school's existing IT infrastructure and supports the onboarding process to ensure that 2nd through 5th grade students in all participating schools receive their individual product accounts to access the product's features provided through this study. The Study IT Coordinator will be the primary point of contact with Curriculum Associates to troubleshoot issues that may arise in the technical set-up of student accounts.
- C. **Grade 2-5 Math Teachers:** The 2nd through 5th Grade Math Teachers participate in the mandatory product training and oversee their students' use of the product. In all

participating schools, the 2nd through 5th Grade Math Teachers will be invited to respond to the study's teacher survey.

Note: Staff can split the responsibilities of the Study Liaison role among several staff members, but notice must be provided to the Study Team about the individuals fulfilling each aspect of the role.

VI. ReSolve Study Team Responsibilities

- A. **Research Approvals:** The Study Team will prepare required materials and receive any necessary approvals from MDRC's Institutional Review Board (IRB). The Study Team will provide the District with letters of approval as they are received. The Study Team will also work with the District's research team, as applicable, to obtain any necessary approvals.
- B. **Product Implementation Support:** The Study Team will work with Curriculum Associates to monitor school and classroom usage of the product through reviews of aggregate level reports on student usage. When necessary, the Study Team will liaise with Curriculum Associates, District Coordinators, School Study Liaison and 2nd through 5th Grade Math Teachers to address usage challenges.
- C. **Data Collection and Analysis:** As described in Section I Exhibit B, the Study Team will collect and store individual level data on students and teachers through student records request to the district, surveys of teachers and school leaders, and acquisition of student-level product data (see Exhibit C). The Study Team will interview Curriculum Associates and School Support Team to identify facilitators and barriers to implementation.
- D. **Data Privacy:** Data collected by the Study Team will only be used for research purposes. All information will be kept strictly confidential. The Study Team will follow the U.S. Department of Education's Institute for Education Sciences confidentiality and data protection requirements (Education Sciences Reform Act of 2002, Title I, Part E, Section 183). The public reports prepared for the study will summarize findings across the participating schools and will not associate responses with a specific school or individual. The Study Team will not provide information that may identify any individual study participant to anyone outside the Study Team, except in the unexpected instance where disclosure is required by law. Any potential reports on district-specific findings would only be shared with the relevant district, would be marked confidential, and would not permit identification of individual students or staff. Moreover, the Study Team will follow all research office procedures that MDRC and school districts agree to regarding the rights of study participants and confidentiality. MDRC's encryption, data-access, and other security procedures typically exceed districts' guidance and regulations regarding such rights.
- E. **Publication:** The U.S. Department of Education's National Center for Education Evaluation will publicly release study reports discussing the final evaluation findings. Findings from the study are expected to be released no sooner than 2026. The Study Team will also make the report available on MDRC's website. The public final report shall not refer to specific schools, students or staff. After the final report has been finalized, MDRC will create a restricted-use file for the Department of Education,

which will be available to other researchers. This file will have been stripped of all individual, school and district identifiers.

VII. ReSolve Study Team Roles:

- A. **Study Team District Liaison:** The District will be assigned a primary point of contact from MDRC who will serve as their Study Team Liaison to district representatives on issues related to study approvals and payments. This person will also be responsible for overseeing the other Study Team roles in the District.
- B. **Study Team Student Records Liaison:** The District's Data Coordinator will be assigned a primary point of contact from MDRC to facilitate transfer of staff and student records (see overview of records request in Section I and Exhibit B).
- C. **Data Collection Liaison:** The Study Team includes Westat, a research firm with expertise in survey research and data collection in education and other areas since 1963. The District and each participating school will be assigned a Data Collection Liaison from Westat to coordinate on collection of survey data.
- D. **School Support Team:** Each participating District and school will be assigned a liaison from the Study Team's School Support Team. The School Support Team will work with the District and Curriculum Associates to ensure that required product onboarding activities happen in participating schools on-schedule (e.g., teacher training, creation of student accounts). Additionally, The School Support Team will regularly review whether teachers and students are using the product as expected (e.g., 60 minutes a week) and will provide assistance where needed to help teachers and school leaders to use the product appropriately.
- E. **Curriculum Associates Representative:** The District will be able to interact directly with Curriculum Associates to ensure smooth rollout and implementation of the software. As noted above, Curriculum Associates will provide participating schools with training for teachers and school leaders on using the product, as well as technical assistance as needed.

The main points of contact for any overall questions or concerns related to the study are:

Project Director: William Corrin, william.corrin@mdrc.org

Deputy Project Director: Barbara Condliffe, barbara.condliffe@mdrc.org.

VIII. Milestones and Payment Schedule

This Agreement will be incrementally funded in multiple allotments and in accordance with the agreed-upon terms and conditions set forth herein.

The initial funding allotment for this contract is set forth below. The subsequent funding allotments shall be authorized via modification to this Agreement.

All payments will be made to the District for participation and study activities on the ReSolve Math Study. The table below describes activities and costs that contribute to the total annual payment to the District.

Description	Unit Price	Total Not-to-Exceed Value	Funded Value
<u>YEAR 1</u>			
District coordination efforts among participating schools for successful study participation as evidenced by the following: <ul style="list-style-type: none"> • Completion and submission of school commitment forms from all participating schools • Announcement letter or email from the district to schools about data collection 	\$1,500 per participating school (up to 5 schools)	\$7,500	\$0
Teacher training coordination & teacher participant compensation <ul style="list-style-type: none"> • Schedule of school staff training for digital math product (e.g., training schedule created by district) • Sharing of attendance data from teacher training 	<ul style="list-style-type: none"> • \$4,000 for training coordination • \$173.37 for each teacher's completion of first three-hour training (up to 60 teachers) • \$173.37 for each teacher's completion of second three-hour training (up to 60 teachers) 	\$24,804	\$0
YEAR 1 Ceiling Amount		\$32,304	\$0
<u>YEAR 2</u>			
District coordination efforts among participating schools for successful study participation as evidenced by the following:	\$1,500 per participating school (up to 5 schools)	\$7,500	\$0

<ul style="list-style-type: none"> • Sharing of student rosters with the Study Team • Schedule of school staff training for digital math product (e.g., training schedule created by district) • Announcement letter or email from the district to schools about data collection • Study Team receipt of Year 1 data 			
<p>Teacher training compensation</p> <ul style="list-style-type: none"> • Schedule of school staff training for digital math product (e.g., training schedule created by district) • Sharing of attendance data from teacher training 	<ul style="list-style-type: none"> • \$4,000 for training coordination • \$173.37 for each teacher's completion of first three-hour training (up to 60 teachers) • \$173.37 for each teacher's completion of second three-hour training (up to 60 teachers) 	\$24,804	\$0
YEAR 2 Ceiling Amount		\$32,304	\$0

The Study Team will coordinate the provision of licenses for Curriculum Associates for grades 2-5 for the two years of the study. In addition to site payments outlined above, the Study Team will work with the Curriculum Associates to coordinate the provision of licenses for the digital product for all kindergarten and grade 1 math students for the two years of the study.

Exhibit C – Data Sharing Agreement

To assist with the Project, Center Joint Unified School District (the “Data Provider”) agrees to provide MDRC with data as specified in this Exhibit. This Exhibit describes the data that the Data Provider will provide to MDRC, when and how frequently the Data Provider will provide it, how the Data Provider will securely transfer the data to MDRC, and how MDRC will keep the data secure and confidential once it has been received.

Data Provided to MDRC

The Data Provider will provide student-level data (de-identified) for all 2nd through 5th grade students who were enrolled in the study schools listed below at any point during **SY 2024-25 (Year 1) and SY 2025-2026 (Year 2)**.

- Dudley Elementary
- North Country Elementary
- Oak Hill Elementary
- Rex Fortune Elementary School
- Spinelli Elementary

MDRC will be limiting its request to only the data that are necessary to conduct a high-quality evaluation. To this end, The Data Provider will share the following types of data with MDRC (see **Table 1**):

- **Students’ assessment and course data:** We will be requesting these data because a key goal of the study is to compare the effect of digital math products’ instructional approaches on students’ test scores and course performance.
- **Students’ characteristics (demographics, special education status):** We will be requesting this information so that we can describe the population of students in the study and compare the characteristics of students s that received different instructional approaches from these products. These variables will also be important in our analysis of student outcomes because they will serve as control variables that will improve the precision of our findings.
- **Students’ school enrollment, attendance, and product data:** Students who use digital math products more often are expected to benefit the most from them. Therefore, we will be requesting school enrollment and attendance information to describe to what extent students were present at the school to receive the products. Similarly, we will be requesting data about product experience and usage to describe how often and in what ways students interacted with the products. This information will help us understand implementation of the products.
- **Data for linking across files:** Finally, we will be requesting information about students that will allow us to link the data from students across different files. This linking will allow us to identify the students that are in the study and to measure their characteristics and their outcomes across different school years.

Table 1. Requested Fields

Data Type	Fields
Data for linking across	Student’s research ID (created by the district)

files and school years	Student's random assignment ID (provided by Curriculum Associates)
	School year
School of enrollment	School of enrollment in the fall
	School of enrollment in the spring
	Date of enrollment (if available) (month and year)
	Unenrolled (exit) date (month and year)
Demographics and special status	Gender
	Grade level
	Month and year of birth (if not already provided in linking data above)
	Race/Ethnicity
	Free/reduced price lunch eligibility
	Socioeconomic disadvantage or poverty indicator (if your district has universal free lunch and/or you use an alternate indicator of socioeconomic disadvantage)
	Special education status
	Individualized education plan (IEP)/504 status
	English Language Learner status/classification
Attendance	Total days absent
	Total days present
Smarter Balanced state assessment	Math scaled score
	Math proficiency level (Minimal, Basic, Pass, Proficient, Advanced)
	Reading/English Language Arts scaled score
	Reading/English Language Arts proficiency level (Minimal, Basic, Pass, Proficient, Advanced)
Data Type	Fields
I-Ready formative assessments at beginning, middle and end of year (BOY, MOY, EOY)	Math scaled score (BOY, MOY, EOY)
	Math proficiency level (BOY, MOY, EOY)
Grades in math	Course name
	Final Grade/Mark Earned (including pass/fail, if relevant)
Curriculum Associates data	[Specific fields will be tailored based on which product(s) the district is using, but will include fields such as: amount of time the student was logged in to the product, number of lessons and activities completed by the student, student scores on the assessments and lessons, number of times the student was assessed. Please reference Appendix C for more details on the data to be collected from the product]

The Data Provider acknowledges that this list of data elements is not exhaustive, and that this data-sharing agreement may be revised to include additional data elements MDRC requests.

Data File Structure and Format

The Data Provider will send MDRC data files in whatever raw format in which it is stored. Data may come from multiple sources and be stored in different locations and systems, as long as MDRC has an identifier to link the files (e.g., student IDs, names, DOBs, etc.). Any file format or combination of different file formats is acceptable (e.g., .txt, .csv, .xls, .dat, SAS files, SPSS files, etc.).

Data Documentation

The Data Provider will provide MDRC with all available documentation regarding the data files shared. Examples of documentation include codebooks, data dictionaries, and any other background documents available.

Data Transfer Procedures

To ensure that data files are transferred securely, MDRC uses a secure file transfer site that is easy to use and does not require the Data Provider to make any purchase or install any software. MDRC will email instructions on setting up a secure account to data contacts at the Data Provider, enabling those contacts to log on to the site and upload data files as needed. To ensure that all data are transmitted in a confidential and secure manner, data contacts at the Data Provider will **only** transmit data to MDRC via MDRC's secure file transfer site. Data contacts at the Data Provider will not transmit any data to MDRC via email or any method other than MDRC's secure file transfer site nor provide any other unsolicited data of any kind. The primary data contact from Center Joint Unified School District will be Eugene Graham, District Technology Coordinator. This person or their designee will be responsible for sending files to MDRC. The primary data contact at MDRC will be Jed Teres.

Data Transfer Schedule

The Data Provider will transfer the data listed in the table above to MDRC for **SY 2023-24** and **SY 2024-25** at the end of Year 1 and **SY 2025-2026** at the end of Year 2. If requested by the Study Team, the Data Provider will transfer roster and product data on a bi-weekly basis during SY 2024-2025 and SY 2025-2026.

Restricted-Use File (RUF)

MDRC will make data from the study available to other researchers as a restricted-use file (RUF) housed at a data archive. All data containing individually identifiable records will be destroyed by an appropriate fail-safe method, including physical destruction of the media itself or deletion of the contents on our servers. After the study is completed, the Study Team will create a restricted use file of the data collected and submit that file to the Institute for Education Sciences' (IES) National Center for Education Statistics (NCES). This file will have been stripped of all individual, school, and district identifiers and will be subject to a disclosure risk analysis before being made available to other researchers.

MDRC has extensive experience creating restricted-access files that protect participants. In addition, MDRC will review indirect identifiers (e.g., age, gender, or race/ethnicity) and mask these data if necessary. Access to the RUF will be limited to qualified researchers who have signed an agreement not to attempt to reidentify study participants.

MDRC Data Security

MDRC follows data security and confidentiality protocols to secure and protect data. Generally, after receiving data from the Data Provider, MDRC will keep data files containing direct identifiers in a secure location on the MDRC network, where they will only be accessible to a small number of staff and accessed only for research purposes. Additionally, MDRC will strip direct identifiers from the data and assign a unique, randomly generated identification number to each individual and case. MDRC's analysis will proceed using these files, rather than the original files containing direct identifiers. The random IDs assigned to each individual and case will also be used to link data for those individuals and cases across files that no longer include direct identifiers. MDRC will also assign one or more data managers to maintain custody of the records shared by the Data Provider and ensure that MDRC data security and confidentiality protocols are observed.

MDRC Data Destruction

Within three years of the conclusion of the study, MDRC will destroy all data files received from the Data Provider that contain direct identifiers. All data containing individually identifiable records will be destroyed by an appropriate fail-safe method, including physical destruction of the media itself or deletion of the contents on our servers. After the study is completed, the Study Team will create a restricted access file of the data collected and submit that file to IES. This file will have been stripped of all individual, school, and district identifiers.

Exhibit C: Data Consent Form

Consent for MDRC to Obtain Digital Curriculum Associates Data

MDRC has requested that Curriculum Associates, LLC (“Curriculum Associates”) provide certain data to MDRC and its subcontractors to allow MDRC and its subcontractors to undertake the ReSolve Math Study (“Research Project”). In light of this request, Center Joint Unified School District (“District”) hereby acknowledges and agrees as follows:

1. Curriculum Associates is in the possession of the Customer Data (as defined in paragraph 7 below).
2. MDRC and its subcontractors are entitled to receive District Customer Data.
3. District hereby authorizes Curriculum Associates to provide all of the Customer Data to MDRC and its subcontractors to allow MDRC and its subcontractors to undertake the Research Project.
4. District acknowledges and agrees that this sharing of Customer Data is at the request of District, and District hereby consents to the provision of such data to MDRC and its subcontractors via Curriculum Associates by a secure means as reasonably agreed upon by Curriculum Associates and MDRC.
5. District acknowledges and agrees that MDRC shall be responsible for all Customer Data in its possession and control. Curriculum Associates shall have no liability or responsibility for any unauthorized disclosures of Customer Data, corruption of Customer Data, or data security breaches that occur as a result of the actions or inactions of MDRC.
6. Curriculum Associates shall only be responsible for Customer Data that is in its possession or control. Nothing in this Agreement shall in any way limit the obligation of Curriculum Associates to protect and preserve Customer Data that is in its possession or control.
7. For purposes of this Data Sharing Consent Form, “Customer Data” shall mean all of the following data, which is to be provided to MDRC and its subcontractors by Curriculum Associates:

Data to be provided:

- Student Data – provided at regular intervals throughout each school year of implementation. Student-level data may include categories such as but not limited to:
 - *Session data* including fields such as but not limited to: date and time of each log in; length of time of the session; amount of time the student spent on the product and within different product activities.
 - *Progress data* including fields such as but not limited to: lessons assigned, started, passed, and failed; number of problems started, correctly

answered, and incorrectly answered; hints and supports accessed in the lessons.

- *Assessment data* including fields such as but not limited to: date(s) of the assessment; overall score; subscores.
- Teacher Data – provided at regular intervals throughout each school year of implementation. Teacher-level data may include categories such as but not limited to:
 - *Session and reports data* including fields such as but not limited to: date and time of each log in, length of time of the session, list of reports accessed.
 - *Assignment and adjustment of lessons data* including fields such as but not limited to: method of assignment or adjustment of the lesson, date and time of assignment or adjustment; changes to the date on which the lesson is to be made available to students; changes to the due date for the lesson.
- Classroom Roster Data – provided at the beginning of each school year of the Study and updated throughout the year.
 - Student and teacher roster information for conducting random assignment of students to the two different product modes (Broad Foundation Skill Building and Focused Just-In-Time Skill Building).

Exhibit D – Prime Contract Requirements

The Agreement is subject to the federal government contracts law, statutes, and regulations requiring the flow-down of contract terms and conditions to subcontractors. Referenced below are the Prime Contract clauses with which MDRC must comply, clauses that reasonably apply to Subcontractor (which we interpret to include Sites) for MDRC to satisfy its contractual obligations, and/or clauses that are incorporated by reference. It is understood and agreed by the parties that this Agreement is intended to be executed in conformity with the provisions of the Prime Contract. Under no circumstances, however, shall this Agreement or any parts hereof be deemed to establish or create a contractual obligation between the Funding Agency and Subcontractor. Moreover, nothing in the Agreement is intended by the Parties to conflict with any such terms or conditions incorporated herein.

I. INFORMATION TECHNOLOGY AND INFORMATION SECURITY REQUIREMENTS

The contractor shall ensure that all data in a computerized form shall be suitable for data editing and corrective actions consistent with the U.S. Department of Education's Information Quality Guidelines in order to provide for quality control of data entry and yielding verified and accurate records.

The contractor shall ensure that all reports comply with the appropriate technical standards for compliance with Section 508 of the Rehabilitation Act of 1973 as amended, at 36 CFR 1994, and be subject to conformance testing by the Department's Assistive Technology Program. All Section 508 violations uncovered during the testing process shall be remediated by the vendor at no charge to the Department.

The Department has determined that the work under this contract does not involve a federal information system and therefore does not require a Security Authorization (SA) or Authority to Operate (ATO) designation by the Department. However, with regard to information obtained in carrying out the work requirements, the contractor, and all subcontractors, shall maintain a level of security that is similar to what is specified by the Federal Information Security Modernization Act (FISMA) of 2014, Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource, the most current, finalized version of the National Institute of Standards and Technology (NIST) standards and guidance SP 800-53 and SP 800-53A, and the Federal Risk and Authorization Management Program (FedRAMP) requirements and guidance. Guidance on key components of information security can be found here:

<https://www.nist.gov/programs-projects/federal-information-security-management-act-fisma-implementation-project>

Specifically, all contractors and subcontractors shall ensure that:

- (1) Their IT product/system is monitored during all hours of operations using entrusted detective/preventive systems;
- (2) Their IT product/system has current antiviral products installed and operational;
- (3) Their IT product/system is scanned on a reoccurring basis;

- (4) Vulnerabilities are remediated in a timely manner on their IT product/system; and
- (5) Access /view for cyber security situational awareness on their IT product/system is made available to the Department CIRC (cyber incident response capability).

Preparing for and Responding to a Breach of Personally Identifiable Information

Per OMB-M-17-12:

- The contractor shall cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- The contractor and subcontractors (at any tier) shall properly encrypt PII in accordance with OMB Circular A-130 and other applicable policies and to comply with any agency specific policies for protecting PII;
- The contractor shall complete regular Department training for contractors and subcontractors (at any tier) on how to identify and report a breach;
- The contractor and subcontractors (at any tier) shall report a suspected or confirmed breach in any medium or form, including paper, oral, and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy and US-CERT notification guidelines;
- The contractor and subcontractors (at any tier) shall maintain capabilities to determine what Federal information was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access Federal information, and identify the initial attack vector;
- The contractor shall allow for an inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with this Federal and Department PII Breach Response policies (such as OMB-M-17-12), the Department's breach response plan, and to assist with responding to a breach;
- The contractor shall identify roles and responsibilities, in accordance with Federal and Department PII Breach Response policies (such as OMB-M-17-12), and the agency's breach response plan; and,
- The contractor shall be aware that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor (at any tier) failed to provide adequate safeguards for PII.

Reporting of data security breaches

If there is a suspected or known breach/disclosure of personally identifiable information (PII) related to this contract due to loss, theft, intercepted transfer, or other reason, the contractor must ensure that this breach is reported to the agency as soon as the contractor has knowledge of it.

Per Office of Management and Budget Memorandum M-17-12, Federal agencies have a requirement to report breaches of PII security to a United States Computer Emergency Response Team (US-CERT). IES must notify the department within 30 minutes of discovering the incident (and the agency should not distinguish between suspected or confirmed breaches). The data security plan must be written to reflect this requirement, and the contractor must provide sufficient notification and documentation of the suspected loss, as it is understood at the time of notification to the agency for this requirement to be met. Follow-up reports of the final status of loss events will also be prepared by the contractor within a reasonable period of time as advised by the COR.

II. REQUIREMENTS TO PROTECT PRIVACY AND HUMAN RESEARCH PARTICIPANTS

Under this contract, all persons who collect, code, or otherwise have access to raw data must be trained in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request. When possible, the contractor shall ensure that individuals collecting and/or coding data do not have knowledge of the study participant's treatment condition. The contractor, and all subcontractors, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the "Buckley Amendment," Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or the Department's final regulations on the protection of human research participants. The contractor shall be responsible for safeguarding any PII that is collected for the purposes of this contract. The contractor must also comply with any relevant requirements of the Privacy Act, 5 U.S.C. 552a; the Federal Information Security Modernization Act of 2014, 44 U.S.C. §208; as well as relevant OMB directives, such as OMB M-06-16 and OMB M-17-12. The Contractor shall abide by and follow all Departmental privacy policies, procedures, processes, and standards. All electronically stored sensitive data shall be encrypted at rest and in motion. The contractor shall also satisfy any state, district, or school policies regarding school participation in external research projects. Contractor and subcontractor employees who "maintain" (collect, maintain, use, or disseminate) data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act of 2002 (ESRA) (20 U.S.C. 9573).

III. RECORDS RETENTION REQUIREMENTS

The contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of

44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

In accordance with 36 CFR 1222.32, the contractor shall maintain all records created for Government use or created in the course of performing the contract and /or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

The Department and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of the Department or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the contractor must report to the Department. The agency must report promptly to NARA in accordance with 36 CFR 1230.

The contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract award. The contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to the Department's control, or the contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract award. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

The contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The contractor (and any sub-contractor) is required to abide by Government and the Department's guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

The contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with the Department's policy.

The Contractor shall not create or maintain any records containing any non-public Department information that are not specifically tied to or authorized by the contract.

The contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

The Department owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which the Department shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

Training: All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take Department-provided records management training. The contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

Flowdown of requirements to subcontractors:

The contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract award, and require written subcontractor acknowledgment of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.

Subcontractor's execution of this Agreement will constitute its written acknowledgement of the requirements of this section.

IV. SECTION H OF PRIME CONTRACT IDIQ – SPECIAL CONTRACT REQUIREMENTS

This Agreement incorporates the below by reference, as applicable, with the same force and effect as if they were given in full text. These clauses include those with which MDRC must comply and those that reasonably apply to Subcontractor for MDRC to satisfy its contractual obligations. MDRC can make the full text of any regulation available upon request.

Education Department Acquisition Regulations (EDAR)	
The EDAR is available via the Internet at www.ed.gov/policy/fund/reg/clibrary/edar.html .	
Clause No.	Clause Title and Date
3452.204-70	Records Management (Oct 2023)
3452.208-72	Paperwork Reduction Act (May 2011)
3452.209-71	Conflict of Interest (May 2011)
3452.224-70	Release of Information under the Freedom of Information Act (May 2011)
3452.224-73	Research Activities Involving Human Subjects (Oct 2023)
3452.224-73	Protection of Student Privacy in Compliance with FERPA (Oct 2023)
3452.227-71	Advertising of Awards (May 2011) (Reference 3452.227-71)

3452.227-73	Limitations on the Use Or Disclosure Of Government-Furnished Information Restrictive Legends (May 2011)
3452.237-71	Observance Of Administrative Closures (May 2011)
3452.239-71	Department Information Security and Privacy Requirements (Oct 2023)
3452.242-71	Notice To The Government Of Delays (May 2011)
3452.242-73	Accessibility Of Meetings, Conferences, And Seminars To Persons With Disabilities (May 2011)

31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to. No consent for food is given under this contract.

31.205.71 TRAVEL COSTS

No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a "direct service" [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. No travel consent is given under this contract.

H.17 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011)

- (a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.
- (b) The EDAR is available via the Internet at www.ed.gov/policy/fund/reg/clibrary/edar.html.
(End of Clause)

3452.208-71 PRINTING (March 2011)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the duplication of fewer than 5,000 units of any one page, or fewer than 25,000 units in the aggregate of multiple pages, shall not be deemed to be printing. A unit is defined as one side of one sheet, one color only (with black counting as a color), with a maximum image size of 10 3/4 by 14 1/4 inches on a maximum paper size of 11 by 17 inches. Examples of counting the number of units: black plus one additional color on one side of one-page counts as two units. Three colors (including black) on two sides of one page count as six units.

H.19 3452.227-70 PUBLICATION AND PUBLICITY (MAY 2011)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the contracting officer's representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form.

(b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number 91990021D0001 The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

END OF SECTION

V. SECTION I OF PRIME CONTRACT IDIQ– CONTRACT CLAUSES

This Agreement incorporates the FAR clauses below by reference, as applicable, with the same force and effect as if they were given in full text. These clauses include those with which MDRC must comply and those that reasonably apply to Site for MDRC to satisfy its contractual obligations. MDRC can make the full text of any regulation available upon request.

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES	
FAR CLAUSE NO.	TITLE AND DATE
52.202-1	Definitions (Nov 2013)
52.203-2	Certificate of Independent Price Determination (April 1985)

52.203-3	Gratuities (April 1984)
52.203-5	Covenant Against Contingent Fees (April 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (June 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees
52.203-19	Prohibition On Requiring Certain Internal Confidentiality Agreements Or Statements (Jan 2017)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (May 2011)
52.204-14	Service Contract Reporting Requirements (Oct 2016)
52.204-27	Prohibition on a ByteDance Covered Application (Jun 2023)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013)
52.209-9	Updates Of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (Reference 52.209-9)
52.209-10	Prohibition On Contracting with Inverted Domestic Corporations (Nov 2015) (Reference 52.209-10)
52.213-4	Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (Mar 2023)
52.215-2	Audit and Records – Negotiation (Jun 2020)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020)
52.219-8	Utilization of Small Business Concerns (Oct 2018)
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sept 2016)
52.222-35	Equal Opportunity Veterans (Jun 2020)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 2020)
52.222-37	Employment Reports on Veterans (Jun 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

52.222-41	Service Contract Labor Standards (May 2014)
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
52.222-50	Combating Trafficking in Persons (Oct 2020)
52.222-54	Employment Eligibility Verification (Oct 2015)
52.223-6	Drug-Free Workplace (May 2001)
52.223-17	Affirmative Procurement of EPA- Designated Items in Service and Construction Contracts (May 2008)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Oct 2021) (Deviation)
52.224-1	Privacy Act Notification (April 1984)
52.224-2	Privacy Act (April 1984)
52.224-3	Privacy Training (Jan 2017)
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)
52.227-1	Authorization and Consent (Dec 2007)
52.230-2	Cost Accounting Standards (May 2014)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Jun 2020)
52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-11	Extras (Apr 1984)
52.227-17	Rights in Data – Special Works (Dec 2007)
52.232-17	Interest (May 2014)
52.232-39	Unenforceability of Unauthorized Obligations (June 2013)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-5	Payments to Small Business Subcontractors (Jan 2017)
52.242-13	Bankruptcy (Jul 1995)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (Mar 2015)
52.246-4	Inspection of Services – Fixed Price (Aug 1996)
52.249-14	Excusable Delays (April 1984)
52.252-6	Authorized Deviations in Clauses (Nov 2020)
52.253-1	Computer Generated Forms (Jan 1991)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016). *This clause does not apply to Program Information.*

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided

by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information

transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.239-70 ACCESS TO CONTRACTOR AND SUBCONTRACTOR INFORMATION SYSTEMS AND RELATED

(a) Privacy and security inspections. In accordance with the terms of this contract and as authorized by law, the Government carries out a program of privacy and information security inspections. Such inspections may be undertaken for various purposes, including but not limited to:

(1) Examination of the security of federal information systems or of contractor information systems that process, store or transmit Government data, Government-related data, or controlled unclassified information, or which provide security protection for such systems (including vulnerability testing);

(2) Information Technology security reviews;

(3) Investigation and audit of administrative, technical, and physical safeguards taken to protect against threats and hazards to the integrity, confidentiality, and availability of Government data, Government-related data, or controlled unclassified information, or to the function of computer systems operated on behalf of the Government;

- (4) Review of contractor policies, procedures and practices for handling Government data, Government related data, controlled unclassified information and other sensitive data;
 - (5) Investigation of incidents involving actual or suspected improper releases of information (including cyber security incident response and reporting);
 - (6) Conduct of forensic analyses, investigation of computer crime, or the preservation of evidence of computer crime; or
 - (7) Review of the contractors performance for compliance with the terms and conditions in the contract governing privacy and the security of information and information systems.
- (b) Requirement to provide access to information systems and related resources. The contractor shall afford the Government, any Federal agency and its subcomponents including the Office of Inspector General, the Comptroller General of the United States, and their authorized third-party representatives, full and timely access to contractor information systems and related resources to the extent required to carry out privacy and information security inspections. The contractor resources to which Government inspectors shall have access shall include the contractors installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms) including full and complete certification and accreditation records, databases, and personnel used in the performance of this contract.

In the case of security audits, access shall be provided to all systems, components, network devices, virtualized devices, and the like, for the purposes of evaluating the security postures and controls implemented to prevent unauthorized access, modification, or destruction to Government data and systems. In addition, the contractor shall provide the Government the following information upon request:

- (1) any or all user-ids;
 - (2) any or all system and/or database administrator passwords used for the operation and maintenance of the system or environment, and
 - (3) security credentials, encryption keys, security algorithms, and the like;
- to the extent needed to allow unfettered access to conduct a security audit or other privacy or information security inspection specified by the Government. The contractor shall also provide the Government access to all user passwords and all password files to the extent necessary to validate the contractor's password policy. The contractor agrees to provide user ids and passwords regardless of whether the user is a Federal employee or not, so long as the user works in support of a Government contract, or may have access to Government data or Government related data.

In addition to providing such access, the contractor agrees to fully cooperate with the Government in its conduct of privacy and information security inspections. That cooperation

shall include, among other things, timely and complete production of data, metadata, information, and records, and making employees of the contractor available for interview upon request. Cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.

What constitutes timely access for purposes of compliance with this clause will depend on the circumstances surrounding the inspection being performed, the urgency of the matter under inspection, the procedures governing the inspection, logistical considerations, and other factors. In some cases, such as when investigating an on-going cyber security breach, access may be required within minutes of the Government's request. In other cases, access provided by the contractor within a few days of a request may be acceptable. In the event of an information security incident, including, but not limited to, incidents involving the loss or potential loss of Personally Identifiable information in physical or electronic form, the contractor must respond (as required by other provisions of this contract, Departmental Directive OM: 6-107 External Breach Notification Policy and Plan and Handbook OCIO-14 Handbook for Information Security Incident Response and Reporting Procedures) within specified time frames. Access to the contractor and subcontractors' information systems under this clause shall be provided when, and as necessary, to meet any applicable information security incident response times.

(c) Access to subcontractor information systems and related resources and clause flow-down. Access shall also be provided to information systems and related resources of subcontractors at any tier that are providing information technology which requires security of information technology, and/or is designing, developing, or operating a system of records using commercial information technology services or support services. The fact that an information system is owned or operated by a subcontractor shall not excuse the prime contractor from ensuring full and timely access to such information systems and related resources to the extent necessary to conduct privacy and information security inspections under this contract or as authorized by law.

The contractor shall ensure that it retains operational and configurational control over any information system (whether operated by the contractor or a subcontractor) as needed to conduct privacy and information security inspections.

The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(d) Cost of compliance. The aforementioned access and cooperation shall be provided by the contractor at no additional cost to the Government. However, if a Government inspection unduly delays the contractor's performance of the contract, the Contracting Officer may grant a contractor's request for a non-compensable delay, as appropriate and provided the contractor submits information adequate to support the request.

(e) Access to information systems where a cloud or a co-mingled data environment is used. When the contractor will perform all or part of the work using commercial cloud computing services (whether directly or through a subcontract), or where Government data, Government related data or controlled unclassified information will be comingled with non-Government data,

the contractor shall ensure that appropriate measures and controls are in place to allow Government inspectors to search the information systems and access information needed to conduct required privacy and information security inspections. The contractor may choose to create (at no cost to the Government) a segregated data space where inspections may take place without undue interference with non-government data.

However, the fact that Government data and non-Government data is co-mingled in the contractors information system shall not excuse the contractor from affording the Government full and timely access and cooperation as needed to conduct privacy and information security inspections.

The Government shall protect against the unauthorized use or release of information obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that includes Contractor proprietary information. To the extent practicable, the Contractor shall identify and mark proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the Contractor proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose (s) for which the information is being released.

(f) Miscellaneous. The access obligations under this clause will survive the expiration or termination of this contract, and this term is not to be less than 3 years following the final disposition and close out of the contract.

(g) Remedies for breach. A breach of the obligations or restrictions set forth in this clause may subject the Contractor to a Termination for Default, in addition to any other appropriate remedies under the contract.

(h) Relation to other requirements. The requirements of this clause are in addition to those required by any other inspection or audit clause of this contract. To the extent that requirements imposed by Federal law, regulation, Executive Orders, Office of Management and Budget (OMB) guidance, or standards promulgated by the National Institute of Standards and Technology (NIST) are in direct and irreconcilable conflict with the requirements of this clause, those other requirements, standards, laws, or regulations shall take precedence.

In conducting its security testing the Government intends to follow NIST Special Publication 800-115 Technical Guide to Information Security Testing and Assessment and other appropriate Testing and assessment standards. Further, the Contractor agrees to negotiate in good faith rules of engagement and other supplementary agreements to govern specific privacy and information security inspections, with the goal of ensuring access necessary to conduct such inspections while protecting the contractors property and other interests. Any such rules of engagement and supplementary agreements are incorporated into this contract to the extent not inconsistent with the terms of this clause.

52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

Agenda Item: XIII-12



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Spinelli Elementary
Erica Olmstead, Principal

Initials:
EO

SUBJECT: Memorandum of Understanding Between Center Joint Unified School District and UCSF 2024-2025 Research Engagement with Multitudes Literacy Screening and Early Intervention Pilot Program

☒ **Action Item**

☐ **Information Item**

Attached Pages 4

BACKGROUND:

Spinelli Elementary has been working closely with the researchers at UCSF so that they may develop a Dyslexia Screener. The State of California is requiring all Kindergarten through second grade students to be screened for dyslexia or other reading delays. We have worked with UCSF for the last three years and would like to continue. This year UCSF would like to continue to assess students who have previously been assessed to refine and improve the screener. See attached MOU.

RECOMMENDED BOARD ACTION:

Approve the MOU between Center Joint Unified School District and UCSF.

Memorandum of Understanding Between Center Joint Unified School District and UCSF 2024-2025

REGARDING

Research Engagement with Multitudes Literacy Screening and Early
Intervention Pilot Program

PROJECT PURPOSE

This project aims to identify students at high risk of literacy challenges by piloting a dyslexia screening and early intervention application to be used in public elementary schools. Ultimately, the screener will become part of a larger integrated assessment and intervention program providing organized data for guiding interventions, curriculum support and training for educators.

PROJECT JUSTIFICATION

Current early-elementary dyslexia screeners directly measure the foundational reading skills that are predictive of whether students will struggle with word recognition, spelling, or decoding on norm-referenced assessments at the end of their academic year. These screeners are successful at identifying students at risk; however, they often falsely label large groups as needing intensive interventions (high false-positive). This can be costly and can lead to many children receiving unnecessary intervention. This includes difficulty assessing English Language Learners.

PROJECT OBJECTIVE

This project will contribute to identifying students at high risk of dyslexia through a newly developed longitudinal pre-literacy and reading assessment and integrate novel assessments of learning strengths and challenges as research confirms their accuracy. The project will also provide individual calculation of risk which will be able to be modified and tailored to school curriculum modifications, identifying new targets of intervention pertaining to the diverse struggles of students with dyslexia. It will also determine how to identify strengths as well as challenges, how to assess efficiently and effectively English Language Learners as well as Dual Language Immersion students.

Assessment Development, Longitudinal Validation 2024-2025

Purpose:

1. To determine how to recognize reading readiness and challenge categories with the digital screener and ascertain which elements are valid or need replacement to ensure accuracy and equity for all CA K-2nd graders.
2. To continuously improve the efficiency and accuracy of the Multitudes screener.
3. To establish longitudinal validity in following up with previous study participants, from first through later grades.

Time Commitment

One site visit by UCSF staff in either fall, winter or spring. This visit will include one to two sessions of 20-45 minutes per child in first, second, or later grades depending on school and classroom participation.

Agreement

This Memorandum of Understanding ("MOU") is entered into on this day _____ between Center Joint Unified School District and UCSF Dyslexia Center, two independent organizations with complementary missions. The parties agree to carry out the tasks as outlined below for the specific purpose of completing a valid research pilot program.

The District/School will

- Confirm that participation in Multitudes complies with their policies on participation in Research.
- Designate an Onsite Research Leader who will serve as the primary point of contact and coordinate all tasks associated with the pilot program.
- District or Onsite Research Lead will
 - Provide rosters that include demographic data on each student: including SSID, primary/home language(s), updated ELPAC scores, race/ethnicity, gender, date of birth, preschool experience, IEP meetings, and/or referrals for special education and other relevant assessment scores, as requested, and as legal under FERPA, CA State law, and covered by the UCSF Internal Review Board.
 - Distribute Parent Notification Letters and track any families who opt out of the study.
 - Help First, Second, and later Grade teachers, as needed, to engage with the study by identifying times that work within for curricular priorities and communicating the plan for study times.

- Distribute any questionnaires or surveys to families and/or teachers and/or arrange for study personnel to interview families and/or teachers with their permission.
- Collaboratively identify dates that work for the school(s), teachers, and the study team's availability for each session.
- Coordinate with study staff to ensure proctors have adequate and quiet testing space and access to rosters in advance of the study visit.
- Notify UCSF Dyslexia Center of any requirements to ensure proctors have permission to be on campus and administer assessments with sufficient lead time.

UCSF Dyslexia Center will

- Provide staff to conduct research screening.
- Ensure UCSF-provided proctors meet requirements to have permission to enter the school campus and comply with daily check-in and check-out requirements.
- Help the School District identify students for assessment or research participation.
- Maintain rigorous communication with Onsite Research Leader(s) for all matters relating to this partnership.
- Ensure implementation of the study is validly completed.
- Provide an overview of the requirements, benefits, and expectations of the pilot program suitable for the audiences of Superintendent, Classroom Teacher, and Parents including timeline and expectations for sharing assessment results.
- Guide parent communication in alignment with IRB requirements which also includes a clear description of the pilot program requirements, benefits, expectations, and ways to opt out.

General:

Both organizations agree to work together to ensure the best possible outcomes for the pilot program.

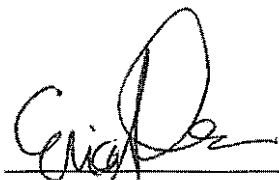
No party shall have any authority to act on behalf of or obligate the other party.

No party assumes any liability whatsoever for any decision, action, or omission taken by either party at any time prior to, during or after the term of this MOU.

This MOU shall be in operation until July 31, 2025, at which time it may be amended with mutual agreement of all parties.

The parties have caused this MOU to be duly executed as of the day and year first written above.

Participating School	Participating District	Onsite Research Leader	Demographic Data Point Person	School Principal
Cyril Spinelli Elementary	Center Joint Unified School District	Carla Rucker	Ron Baioni	Erica Olmstead


5/1/2024
 (signature) (date)

UCSF

By: Marianne Dutton

 (signature) (date)

Agenda Item: XIII-13



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15th, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Jerald Ferguson

Initials:

JF

SUBJECT: 24/25 Designation of CIF Representative to League

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

Per CA Ed Code 33353(a)(1), all member schools to the California Interscholastic Federation (CIF) are required to designate representatives to the CIF after approval from the governing board. The noted designees are the only persons allowed to vote on league and section issues.

RECOMMENDED BOARD ACTION:

Approve of the designees

2024-2025 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 28, 2024.**

CENTER JOINT UNIFIED School District/Governing Board at its MAY 15th meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2024-2025 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES


NAME OF SCHOOL CENTER HIGH SCHOOL
NAME OF REPRESENTATIVE GERALD FERGUSON POSITION PRINCIPAL
ADDRESS 3111 CENTER COURT LANE CITY ANTELOPE ZIP 95843
PHONE (916) 338-6422 FAX (916) 338-6370 E-MAIL JFERGUSON@CENTERUSD.ORG

NAME OF SCHOOL CENTER HIGH SCHOOL
NAME OF REPRESENTATIVE JEFF WISE POSITION ATHLETIC DIRECTOR
ADDRESS 3111 CENTER COURT LANE CITY ANTELOPE ZIP 95843
PHONE (916) 338-6422 FAX (916) 338-6370 E-MAIL JAW@CENTERUSD.ORG

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name GERALD FERGUSON Signature 
Address 3111 CENTER COURT LANE City ANTELOPE Zip 95843
Phone (916) 338-6422 FAX (916) 338-6370

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

Agenda Item: XIII-14



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan
Director of Curriculum, Instruction & Special Education

Initials:
MDJ

SUBJECT: Book Discard List

☒ **Action Item**

☐ **Information Item**

Attached Pages 88

BACKGROUND:

The following books from Spinelli Elementary are to be recycled and/or disposed of due to information that is no longer current, books are in poor physical condition, and/or missing pages.

See attached list: 88 pages

RECOMMENDED BOARD ACTION:

CJUSD Board of Trustees approve the attached listed books to be recycled/discarded.

Library Weeding Log

Spinelli Elementary School

Removed From: 1/1/2024 Removed To: 5/2/2024

4/26/2024 - Copies Removed: 101

A Day in the Life of a Doctor (Removed: 1)

Author: Hayward, Linda

ISBN: 0-7894-7951-6

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
610.69 HAY	T 41423	\$9.80	10/10/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Material	11/2/2021	Discard

Was Available -- Weeded -- Total Circulations: 10

Addie's bad day (Removed: 1)

Author: Robins, Joan.

ISBN: 0-06-444183-0

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51884	\$5.00	2/3/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	10/17/2022	Discard

Was Available -- Weeded -- Total Circulations: 1

Always in trouble (Removed: 1)

Author: Demas, Corinne.

ISBN: 978-0-545-02453-2 (alk.
paper)

Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204783	\$6.00	10/27/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	2/14/2020	Discard

Was Available -- Weeded -- Total Circulations: 11

Animal hospital (Removed: 1)

Author: Walker-Hodge, Judith.

ISBN: 0-7894-3997-2 (hc)

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
636.089 WAL	T 25647	\$9.45	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Library Administration	9/23/2015	Discard

Was Available -- Weeded -- Total Circulations: 21

AUNT ELAINE DOES THE DANCE FROM SPAIN (Removed: 1)

Author: KOMAIKO, LEAH

Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB	T 200280	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		3/9/2017	Discard

Was Available -- Weeded -- Total Circulations: 29

Babushka's doll (Removed: 1)

Author: Polacco, Patricia.

ISBN: 0-671-68343-8

Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
PB POL	T 200281	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		3/26/2015	Discard

Was Available -- Weeded -- Total Circulations: 24

4/26/2024 - Copies Removed: 101

A baby sister for Frances (Removed: 1)

Author: Hoban, Russell.

ISBN: 0-06-443006-5

Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
PB HOB	T 200284	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		2/20/2020	Discard

Was Available -- Weeded -- Total Circulations: 32

Bad boys get cookie! (Removed: 1)

Author: Palatini, Margie.

ISBN: 0-06-074437-5

Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204459	\$5.00	4/16/2010	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	11/8/2019	Discard

Was Available -- Weeded -- Total Circulations: 20

A bargain for Frances (Removed: 1)

Author: Hoban, Russell.

ISBN: 978-0-06-444001-1 (pbk.)

Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51857	\$5.00	2/3/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

Basketball Buddies (Removed: 1)

Author: Marzollo, Jean and Marzollo, Dan

ISBN: 0-590-38401-5

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 203016	\$5.00	3/15/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/29/2013	Discard

Was Available -- Weeded -- Total Circulations: 6

A bed for winter (Removed: 2)

Author: Wallace, Karen.

ISBN: 0-7894-5707-5

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
E 591.56 WAL	T 40999	\$9.60	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Material	4/28/2016	Discard

Was Available -- Weeded -- Total Circulations: 52

Call Number	Barcode	Price	Acquired	Removed By
P 591.56 WAL	T 50093	\$7.86	8/25/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Material	9/27/2017	Discard

Was Available -- Weeded -- Total Circulations: 40

4/26/2024 - Copies Removed: 101**Bedtime for Frances (Removed: 1)**

Author: Hoban, Russell.

ISBN: 0-06-443451-6

Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
PB HOB	T 200289	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		9/30/2014	Discard

Was Available -- Weeded -- Total Circulations: 10

Beef stew (Removed: 1)

Author: Brenner, Barbara.

ISBN: 0-394-85046-7

Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200039	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		3/22/2024	Discard

Was Available -- Weeded -- Total Circulations: 28

Benny and Penny in just pretend (Removed: 1)

Author: Hayes, Geoffrey.

ISBN: 0-9799238-6-7

Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204581	\$6.00	1/3/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	4/24/2023	Discard

Was Available -- Weeded -- Total Circulations: 3

The Berenstain bears and the truth (Removed: 1)

Author: Berenstain, Stan, 1923-2005.

ISBN: 0-394-85640-6 (pbk.)

Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204526	\$5.00	4/19/2010	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	3/19/2024	Discard

Was Available -- Weeded -- Total Circulations: 42

Big Bob and the Thanksgiving Potatoes (Removed: 1)

Author: Pinkwater, Daniel

ISBN: 0-590-64095-X

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 203075	\$5.00	3/17/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/16/2017	Book Sales

Was Available -- Weeded -- Total Circulations: 6

Blabber Mouse (Removed: 1)

Author: Kelley, True.

ISBN: 0-525-46742-4

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 203178	\$5.00	11/10/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/11/2014	Discard

Was Available -- Weeded -- Total Circulations: 14

4/26/2024 - Copies Removed: 101**The BLIND MEN AND THE ELEPHANT (Removed: 1)**

Author: BACKSTEIN, KAREN

ISBN: 0-590-45813-2

Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB BAC	T 200048	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		4/26/2005	Discard

Was Available -- Weeded -- Total Circulations: 9

Bread and jam for Frances (Removed: 1)

Author: Hoban, Russell.

ISBN: 0-06-443096-0

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
PB HOB	T 200302	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		3/17/2015	Discard

Was Available -- Weeded -- Total Circulations: 11

Bring Back My Gerbil! (Removed: 1)

Author: Tarbescu, Edith

ISBN: 0-439-09835-1

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 203073	\$5.00	3/16/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/3/2019	Discard

Was Available -- Weeded -- Total Circulations: 20

Captain Cat (Removed: 1)

Author: Hoff, Syd, 1912-2004.

ISBN: 0-06-444176-8

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51876	\$5.00	2/3/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

Cat the cat, who is that? (Removed: 1)

Author: Willems, Mo.

ISBN: 978-0-06-172840-2 (trade bdg.)

Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204847	\$7.00	11/17/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	2/28/2020	Discard

Was Available -- Weeded -- Total Circulations: 5

A chair for my mother (Removed: 1)

Author: Williams, Vera B.,

ISBN: 978-0-688-04074-1

Published: 1982

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51947	\$7.99	2/4/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

4/26/2024 - Copies Removed: 101

Chester's way (Removed: 1)

Author: Henkes, Kevin.

ISBN: 0-688-07607-6

Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200309	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		8/29/2022	Discard

Was Available -- Weeded -- Total Circulations: 28

Chicken said, "Cluck!" (Removed: 1)

Author: Grant, Judyann.

ISBN: 978-0-06-444276-3 (pbk.)

Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204582	\$5.00	1/3/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	4/18/2017	Discard

Was Available -- Weeded -- Total Circulations: 3

Children around the world (Removed: 1)

Author: Wilkins, Verna.

ISBN: 1-59566-010-0

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204201	\$8.00	5/22/2008	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Library Administration		Discard

Was Available -- Weeded -- Total Circulations: 0

Christopher and Grandma on Safari (Removed: 2)

Author: Barsotti, Joan Barton

ISBN: 0-9642112-2-X

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB BAR	T 51806	\$7.99	1/12/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

Call Number	Barcode	Price	Acquired	Removed By
PB BAR	T 201128	\$8.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/12/2006	Discard

Was Available -- Weeded -- Total Circulations: 10

Corduroy's Garden (Removed: 1)

Author: Inches, Alison

ISBN: 0-14-240131-5

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 203957	\$5.00	5/9/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.		Discard

Was Available -- Weeded -- Total Circulations: 0

4/26/2024 - Copies Removed: 101**DABBLE DUCK (Removed: 1)**

Author: ELLIS, ANNE LEO

ISBN: 0-06-443153-3

Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200316	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		4/14/2016	Discard

Was Available -- Weeded -- Total Circulations: 6

DANIEL'S DOG (Removed: 1)

Author: BOGART, JO ELLEN

ISBN: 0-590-43401-2

Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200318	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		2/8/2012	Discard

Was Available -- Weeded -- Total Circulations: 7

A Day at Seagull Beach (Removed: 1)

Author: Wallace, Karen.

ISBN: 0-7894-4002-4

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
FIC Table	T 40382	\$9.60	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Material	3/10/2023	Discard

Was Available -- Weeded -- Total Circulations: 23

A day in the life of a builder (Removed: 1)

Author: Hayward, Linda.

ISBN: 0-7894-7363-1

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
690 HAY	T 41422	\$9.80	10/10/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Material	2/28/2020	Discard

Was Available -- Weeded -- Total Circulations: 18

A day in the life of a dancer (Removed: 1)

Author: Hayward, Linda.

ISBN: 0-7894-7370-4

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
792.8 HAY	T 41424	\$9.60	5/10/2019	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Materials Pr	1/23/2024	Discard

Was Available -- Weeded -- Total Circulations: 1

A day in the life of a police officer (Removed: 1)

Author: Hayward, Linda.

ISBN: 0-7894-7954-0

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PRI HAY	T 41889	\$10.09	3/25/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Material	9/14/2021	Discard

Was Available -- Weeded -- Total Circulations: 33

4/26/2024 - Copies Removed: 101**Dead end (Removed: 1)**

Author: Dahl, Michael.

ISBN: 978-1-49656268-5

Published: 2019

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 52139	\$5.00	10/12/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Book Fair Profit	10/31/2022	Discard

Was Available -- Weeded -- Total Circulations: 1

Dinosaur explorer (Removed: 1)

Author: Dixon, Dougal.

ISBN: 1-59566-070-4 (alk. paper)

Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204207	\$8.00	5/22/2008	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Library Administration	8/27/2021	Discard

Was Available -- Weeded -- Total Circulations: 11

Dog vs. Cat (Removed: 1)

Author: Gall, Chris.

ISBN: 978-0-316-23801-4 (trade)

Published: 2014

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 205743	\$6.00	3/7/2016	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Book Fair Profit	3/4/2022	Discard

Was Available -- Weeded -- Total Circulations: 2

Dolphin's Big Leap! (Removed: 1)

Author: Weinberger, Kimberly

ISBN: 0-439-44159-5

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 203061	\$5.00	3/16/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/15/2022	Discard

Was Available -- Weeded -- Total Circulations: 23

Ducks in muck (Removed: 1)

Author: Haskins, Lori.

ISBN: 0-679-89166-8 (trade)

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204884	\$5.00	2/6/2012	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	5/10/2019	Discard

Was Available -- Weeded -- Total Circulations: 2

Dudley, The Little Terrier That Could (Removed: 1)

Author: Green-Armytage, Stephen

ISBN: 0-439-21881-0

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB GRE	T 201375	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/19/2023	Discard

Was Available -- Weeded -- Total Circulations: 50

4/26/2024 - Copies Removed: 101**Ed's egg (Removed: 1)**

Author: Bedford, David, 1969-

ISBN: 978-1-59566-859-2 (library binding)

Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204714	\$7.00	9/7/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Library Administration	5/10/2019	Discard

Was Available -- Weeded -- Total Circulations: 9

Elizabeti's doll (Removed: 1)

Author: Stuve-Bodeen, Stephanie, 1965-

ISBN: 978-1-58430-081-6 (pbk.)

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 52156	\$8.00	10/12/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		

Was Available -- Weeded -- Total Circulations: 0

Eloise and the Dinosaurs (Removed: 1)

Author: McClatchy, Lisa

ISBN: 978-0-689-87453-6

Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 203956	\$5.00	5/9/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	12/12/2023	Discard

Was Available -- Weeded -- Total Circulations: 8

Everything Cat What Kids Really Want to Know About Cats (Removed: 1)

Author: Crisp, Marty

ISBN: 0-439-66411-X

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
636.8 CRI	T 203089	\$5.00	3/18/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/7/2023	Discard

Was Available -- Weeded -- Total Circulations: 68

An extraordinary egg (Removed: 1)

Author: Lionni, Leo, 1910-1999.

ISBN: 0-679-85840-7 (trade)

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204539	\$6.00	4/19/2010	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	3/23/2017	Discard

Was Available -- Weeded -- Total Circulations: 4

Fishy tales (Removed: 1)

Author: [U.S. editor, Elizabeth Hester].

ISBN: 978-0-7894-9797-0

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
P 591.77 FIS	T 42066	\$8.55	6/1/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	ESEA Chapter II	8/29/2018	Discard

Was Available -- Weeded -- Total Circulations: 22

4/26/2024 - Copies Removed: 101

George shrinks (Removed: 1)

Author: Joyce, William.

ISBN: 0-06-023070-3

Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 202995	\$7.00	3/15/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/16/2006	Discard

Was Available -- Weeded -- Total Circulations: 5

Get a hit, Mo! (Removed: 1)

Author: Adler, David A.

ISBN: 978-0-670-01632-7

Published: 2016

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 205929	\$5.00	3/17/2017	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Book Fair Profit	3/1/2018	Discard

Was Available -- Weeded -- Total Circulations: 3

Goosebumps; night of the living monsters (Removed: 1)

Author: Howard, Kate.

ISBN: 978-0-545-82254-1

Published: 2015

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 206050	\$6.00	11/1/2018	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	10/24/2022	Discard

Was Available -- Weeded -- Total Circulations: 18

Grandmas at Bat (Removed: 1)

Author: McCully, Emily Arnold

ISBN: 0-06-444193-8

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 203959	\$5.00	5/9/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	10/31/2023	Discard

Was Available -- Weeded -- Total Circulations: 2

Grandmother's bell and the wagon train, 1849 (Removed: 1)

Author: Barsotti, Joan Barton.

ISBN: 0-9642112-4-6

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB BAR	T 201126	\$8.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/28/2005	Discard

Was Available -- Weeded -- Total Circulations: 6

Greatest homework excuse book ever (Removed: 1)

Author: written and illustrated by fourth
grade students of Sycolin Creek
Elementary School in Leesburg, Virginia.

ISBN: 0-545-21329-0

Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 204528	\$6.00	4/19/2010	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	1/25/2012	Discard

4/26/2024 - Copies Removed: 101

Was Available -- Weeded -- Total Circulations: 1

Grim, Grunt and Grizzle-Tail (Removed: 1)

Author: Parnell, Fran. ISBN: 978-1-84686-910-5 (pbk.) Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
398.2 PAR	T 52254	\$8.00	11/7/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

Grizzly Riddles (Removed: 1)

Author: Hall, Katy and Eisenberg, Lisa ISBN: 0-14-038028-0 Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 201591	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/25/2012	Discard

Was Available -- Weeded -- Total Circulations: 20

The GYM DAY WINNER (Removed: 1)

Author: MACCARONE, GRACE Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200114	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		4/25/2006	Discard

Was Available -- Weeded -- Total Circulations: 3

How does your garden grow? (Removed: 1)

Author: Ladd, Frances Ann. ISBN: 978-0-439-54962-2 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51862	\$5.00	2/3/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	10/13/2023	Discard

Was Available -- Weeded -- Total Circulations: 2

Invaders from outer space : real-life stories of UFOs (Removed: 1)

Author: Brooks, Philip, 1955- ISBN: 0-7894-3999-9 (hc) Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
001.942 BRO	T 42266	\$8.52	8/29/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	4/13/2023	Discard

Was Available -- Weeded -- Total Circulations: 38

Inventions in Science and Technology : Ideas that changed the world (Removed: 1)

Author: Ian Graham. Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 52627	\$12.00	4/26/2023	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Book Fair Profit	8/31/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

4/26/2024 - Copies Removed: 101**Keeping healthy (Removed: 1)**

Author: Hewitt, Sally, 1949-

ISBN: 1-59566-071-2 (alk. paper)

Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204206	\$8.00	5/22/2008	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Library Administration	4/5/2011	Discard

Was Available -- Weeded -- Total Circulations: 1

A kente dress for Kenya (Removed: 1)

Author: Ford, Juwanda G.

ISBN: 0-590-53735-0

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51880	\$5.00	2/3/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

Kick, pass, and run (Removed: 1)

Author: Kessler, Leonard P., 1920-

ISBN: 0-06-444210-1 (pbk.)

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51877	\$5.00	2/3/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

Knuffle Bunny : a cautionary tale (Removed: 1)

Author: Willems, Mo,

ISBN: 978-0-7868-1870-9

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204827	\$6.00	11/16/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	3/29/2019	Discard

Was Available -- Weeded -- Total Circulations: 6

The Librarian from the Black Lagoon (Removed: 1)

Author: Thaler, Mike

ISBN: 0-590-50311-1

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 201258	\$4.25	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/31/2017	Discard

Was Available -- Weeded -- Total Circulations: 20

LIKE JAKE AND ME (Removed: 1)

Author: JUKES, MAVIS

ISBN: 0-394-89263-1

Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200334	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		11/10/2005	Discard

Was Available -- Weeded -- Total Circulations: 5

4/26/2024 - Copies Removed: 101**Ling & Ting : twice as silly (Removed: 1)**

Author: Lin, Grace.

ISBN: 978-0-316-18402-1

Published: 2014

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51632	\$6.00	8/27/2021	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Book Fair Profit		Discard

Was Available -- Weeded -- Total Circulations: 0

Little Bear and the Missing Pie (Removed: 1)

Author: Minarik, Else Holmelund

ISBN: 0-694-01705-1

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 202569	\$5.00	5/27/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/15/2022	Discard

Was Available -- Weeded -- Total Circulations: 17

Lost (Removed: 1)

Author: Johnson, Paul Brett.

ISBN: 0-531-09501-0

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 201268	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/22/2012	Discard

Was Available -- Weeded -- Total Circulations: 13

Luke on the loose : a Toon book (Removed: 1)

Author: Bliss, Harry, 1964-

ISBN: 978-1-935179-00-9 (trade)

Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 205845	\$6.00	10/18/2016	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Book Fair Profit	11/1/2017	Discard

Was Available -- Weeded -- Total Circulations: 3

The magic school bus flies with the dinosaurs (Removed: 1)

Author: Schwabacher, Martin.

ISBN: 0-439-80106-0 (pbk.)

Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204892	\$5.00	2/9/2012	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	2/21/2024	Discard

Was Available -- Weeded -- Total Circulations: 5

Meanwhile-- (Removed: 1)

Author: Feiffer, Jules.

ISBN: 0-06-205933-5

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 201267	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/18/2012	Discard

Was Available -- Weeded -- Total Circulations: 25

4/26/2024 - Copies Removed: 101**MING LO MOVES THE MOUNTAIN (Removed: 1)**

Author: LOBEL, ARNOLD

ISBN: 0-590-33994-X

Published: 1982

Call Number	Barcode	Price	Acquired	Removed By
PB LOB	T 200342	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		4/12/2011	Discard

Was Available -- Weeded -- Total Circulations: 1

Monster Math School Time (Removed: 1)

Author: Maccarone, Grace

ISBN: 0-590-30859-9

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 203081	\$5.00	3/18/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/20/2023	Discard

Was Available -- Weeded -- Total Circulations: 16

Morris and Boris at the circus (Removed: 1)

Author: Wiseman, Bernard.

ISBN: 0-06-444143-1

Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51858	\$5.00	2/3/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	3/30/2023	Discard

Was Available -- Weeded -- Total Circulations: 1

MOUSE SOUP (Removed: 1)

Author: LOBEL, ARNOLD

ISBN: 0-06-444041-9

Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204115	\$5.00	5/15/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	4/20/2023	Discard

Was Available -- Weeded -- Total Circulations: 17

MRS. KATZ AND TUSH (Removed: 1)

Author: POLACCO, PATRICIA

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200376	\$4.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/4/2006	Discard

Was Available -- Weeded -- Total Circulations: 4

My Cat's Secret (Removed: 2)

Author: Wallace, Karen

ISBN: 0-7894-7876-5

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PRI WAL	T 41610	\$9.80	10/10/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Material	2/25/2015	Discard

Was Available -- Weeded -- Total Circulations: 15

4/26/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
PRI WAL	T 50163	\$7.86	8/25/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Material	9/27/2017	Discard

Was Available -- Weeded -- Total Circulations: 29

The perfect nest (Removed: 1)

Author: Friend, Catherine. ISBN: 978-0-7636-2430-9 (trade bdg.) Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204463	\$6.00	4/16/2010	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	9/23/2021	Discard

Was Available -- Weeded -- Total Circulations: 6

Sam at the Beach (Removed: 1)

Author: Mary Labatt, 2009. ISBN: 978-0-545-14970-9

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 52315	\$5.00	1/5/2023	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

Secrets of American history collection (Removed: 1)

Author: Calkhoven, Laurie. ISBN: 978-1-53443661-9 Published: 2018

Call Number	Barcode	Price	Acquired	Removed By
973 SIM	T 52245	\$8.00	11/7/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

SHEEP TAKE A HIKE (Removed: 1)

Author: SHAW, NANCY

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200409	\$4.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/9/2017	Discard

Was Available -- Weeded -- Total Circulations: 19

SHE'LL BE COMING AROUND THE MOUNTAIN (Removed: 1)

Author: COPLON, EMILY ISBN: 0-553-37340-4 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200206	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		5/19/2006	Discard

Was Available -- Weeded -- Total Circulations: 4

4/26/2024 - Copies Removed: 101**Simple gifts : a Shaker hymn (Removed: 1)**

Author: Chris Raschka. ISBN: 0-8050-5143-0 (alk. paper) Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
264/.23	T 51804	\$7.99	1/12/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

SINGING SAM (Removed: 1)

Author: BULLA, CLYDE ROBERT ISBN: 0-394-81977-2 Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200209	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		3/16/2010	Discard

Was Available -- Weeded -- Total Circulations: 20

SLOWER THAN A SNAIL (Removed: 1)

Author: SCHREIBER, ANNE ISBN: 0-590-26599-7 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200213	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		11/7/2017	Discard

Was Available -- Weeded -- Total Circulations: 24

Somebody and the Three Blairs (Removed: 1)

Author: Tolhurst, Marilyn ISBN: 0-590-53960-4 Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 203025	\$6.00	3/15/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/2/2011	Discard

Was Available -- Weeded -- Total Circulations: 15

The SURPRISE PARTY (Removed: 1)

Author: PRAGER, ANNABELLE ISBN: 0-394-89596-7 Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200227	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		3/25/2009	Discard

Was Available -- Weeded -- Total Circulations: 8

Surprise puppy! (Removed: 1)

Author: Walker-Hodge, Judith. ISBN: 0-7894-3765-1 (hardcover : alk. paper) Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
636.7 WAL	T 25526	\$9.30	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Material	3/2/2022	Discard

Was Available -- Weeded -- Total Circulations: 53

4/26/2024 - Copies Removed: 101**Swimmy (Removed: 1)**

Author: Lionni, Leo, 1910-

ISBN: 0-394-82620-5

Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 202996	\$7.00	3/15/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/23/2019	Discard

Was Available -- Weeded -- Total Circulations: 25

Take Me Out of the Bathtub and Other Silly Dilly Songs (Removed: 1)

Author: Katz, Alan

ISBN: 0-439-43412-2

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 202418	\$5.00	4/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	5/3/2005	Discard

Was Available -- Weeded -- Total Circulations: 9

The Everybody Club (Removed: 1)

Author: O'Brien, Anne

ISBN: 0-8126-1284-1

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 202277	\$5.00	11/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/21/2006	Discard

Was Available -- Weeded -- Total Circulations: 1

The Magic Fish (Removed: 1)

Author: Littledale, Freya

ISBN: 0-590-41100-4

Published: 1966

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 203013	\$4.50	3/15/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/15/2008	Discard

Was Available -- Weeded -- Total Circulations: 2

The Powerpuff Girls; Mojo Jojo My Story (Removed: 1)

Author: McCracken, Craig

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 203239	\$4.50	3/3/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/6/2024	Discard

Was Available -- Weeded -- Total Circulations: 82

The school from the Black Lagoon (Removed: 1)

Author: Mike Thaler.

Call Number	Barcode	Price	Acquired	Removed By
PB Table	T 51934	\$5.00	2/4/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	1/26/2023	Discard

Was Available -- Weeded -- Total Circulations: 4

4/26/2024 - Copies Removed: 101

THREE SMART PALS (Removed: 1)

Author: ROCKLIN, JOANNE

ISBN: 0-590-47431-6

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200001	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		5/1/2018	Discard

Was Available -- Weeded -- Total Circulations: 7

A trip to the zoo (Removed: 1)

Author: Wallace, Karen.

ISBN: 978-0-7894-9219-7 (pbk.)

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
636.088 WAL/Table	T 42165	\$8.55	6/1/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	ESEA Chapter II	3/21/2023	Discard

Was Available -- Weeded -- Total Circulations: 21

The true story of the 3 little pigs (Removed: 1)

Author: Scieszka, Jon.

ISBN: 0-670-82759-2 (lib. bdg.)

Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 202999	\$6.00	3/15/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	P.T.S.A.	10/27/2021	Discard

Was Available -- Weeded -- Total Circulations: 15

We're going on a lion hunt (Removed: 1)

Author: [illustrated by] David Axtell.

ISBN: 0-333-74148-X

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 52640	\$8.00	4/27/2023	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

WHERE THE WILD THINGS ARE (Removed: 1)

Author: SENDAK, MAURICE

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200384	\$4.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/21/2023	Discard

Was Available -- Weeded -- Total Circulations: 32

4/25/2024 - Copies Removed: 25

The Berenstain Bears' stories to share (Removed: 1)

Author: Berenstain, Stan, 1923-2005.

ISBN: 978-0-307-93182-5 (pbk.)

Published: 2011

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51801	\$8.00	1/12/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	12/11/2023	Discard

4/25/2024 - Copies Removed: 25

Was Available -- Weeded -- Total Circulations: 2

The magic school bus rides the wind (Removed: 1)

Author: Capeci, Anne.

ISBN: 0-439-80108-7 (pbk.)

Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204891	\$5.00	2/9/2012	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	11/22/2019	Discard

Was Available -- Weeded -- Total Circulations: 3

The Teacher from the Black Lagoon (Removed: 1)

Author: Thaler, Mike

ISBN: 0-590-41962-5

Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 201260	\$4.25	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/25/2012	Discard

Was Available -- Weeded -- Total Circulations: 18

The teeny tiny woman (Removed: 1)

Author: O'Connor, Jane.

ISBN: 0-394-98320-3 (lib. bdg.)

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200235	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Infrequent Circulation		4/10/2007	Discard

Was Available -- Weeded -- Total Circulations: 13

Tentacles! Tales of the Giant Squid (Removed: 1)

Author: Redmond, Shirley Raye

ISBN: 0-375-91307-6

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 205119	\$5.00	8/16/2013	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	Donation	2/10/2022	Discard

Was Available -- Weeded -- Total Circulations: 5

Terrific (Removed: 1)

Author: Agee, Jon.

ISBN: 0-7868-5184-8

Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204947	\$6.00	8/17/2012	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit		Discard

Was Available -- Weeded -- Total Circulations: 0

The Book Fair from the Black Lagoon (Removed: 1)

Author: Thaler, Mike

ISBN: 0-439-88348-2

Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 203748	\$4.50	10/17/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	3/16/2017	Discard

Was Available -- Weeded -- Total Circulations: 22

4/25/2024 - Copies Removed: 25**The Princess and the Pizza (Removed: 1)**

Author: Auch, Mary Jane and Herm

ISBN: 0-439-46806-X

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 203024	\$6.00	3/15/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/14/2023	Discard

Was Available -- Weeded -- Total Circulations: 19

The Show and Tell Suprise Clifford the Big Red Dog (Removed: 1)Author: Bridwell, Norman, adapted by
Teddy Margulies

ISBN: 0-439-21359-2

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 203080	\$5.00	3/17/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/26/2023	Discard

Was Available -- Weeded -- Total Circulations: 42

The Three Little Javelinas (Removed: 1)

Author: Lowell, Susan

ISBN: 0-590-48170-3

Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 203026	\$6.00	3/15/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/22/2018	Discard

Was Available -- Weeded -- Total Circulations: 10

The thirsty moose : based on a Native American folktale (Removed: 1)

Author: Orme, David.

ISBN: 978-0-7696-4050-1 (pbk.)

Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51853	\$5.00	2/3/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	2/22/2022	Discard

Was Available -- Weeded -- Total Circulations: 1

This is a moose (Removed: 1)

Author: Morris, Richard T., 1969-

ISBN: 978-0-316-21360-8 (lib.
bdg.)

Published: 2014

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51924	\$5.00	2/4/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

The THREE-LEGGED CAT (Removed: 1)

Author: MAHY, MARGARET

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200400	\$4.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/8/2018	Discard

4/25/2024 - Copies Removed: 25

Was Available -- Weeded -- Total Circulations: 21

The three little aliens and the big bad robot (Removed: 1)

Author: McNamara, Margaret. ISBN: 978-0-375-86689-0 (trade) Published: 2011

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 205745	\$6.00	3/7/2016	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Book Fair Profit	3/11/2019	Discard

Was Available -- Weeded -- Total Circulations: 5

Tigress (Removed: 1)

Author: Cowcher, Helen. ISBN: 0-374-37567-4 Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 51961	\$7.99	3/7/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

To Be a Kid (Removed: 1)

Author: Ajmera, Maya and Ivanko, John D. ISBN: 0-439-41825-9 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB PRI	T 203033	\$6.00	3/15/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Tonka Tough Trucks; The Bulldozer (Removed: 1)

Author: Parent, Nancy ISBN: 0-439-36638-0 Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB P	T 202568	\$5.00	5/27/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/14/2020	Discard

Was Available -- Weeded -- Total Circulations: 24

Tree Spirits (Removed: 1)

Author: Wannier, Louise ISBN: 0-9909976-3-4 Published: 2020

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 52661	\$15.00	4/28/2023	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation		Discard

Was Available -- Weeded -- Total Circulations: 0

Turkey riddles (Removed: 1)

Author: Hall, Katy. ISBN: 978-0-14-240369-3 (pbk.) Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
398.6 HAL	T 51875	\$5.00	2/3/2022	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	11/15/2022	Discard

Was Available -- Weeded -- Total Circulations: 3

4/25/2024 - Copies Removed: 25**Turkeys Together (Removed: 1)**

Author: Wallace, Carol

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204185	\$5.00	8/28/2014	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

WHAT MARY JO SHARED (Removed: 1)

Author: UDRY, JANICE

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200392	\$3.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/24/2006	Discard

Was Available -- Weeded -- Total Circulations: 2

WHAT'S UNDER MY BED? (Removed: 1)

Author: STEVENSON, JAMES

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200390	\$3.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/30/2011	Discard

Was Available -- Weeded -- Total Circulations: 10

WHERE DID MY MOTHER GO? (Removed: 1)

Author: PRESTON, EDNA

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200386	\$3.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/29/2015	Discard

Was Available -- Weeded -- Total Circulations: 5

The wishing stone (Removed: 1)

Author: Smallman, Steve.

ISBN: 978-1-59566-860-8 (library binding) Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
PB Easy	T 204713	\$7.00	9/7/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Library Administration	2/7/2017	Discard

Was Available -- Weeded -- Total Circulations: 10

WITCH LADY (Removed: 1)

Author: CARLSON, NANCY

Call Number	Barcode	Price	Acquired	Removed By
PB EASY	T 200381	\$2.50	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/2/2019	Discard

Was Available -- Weeded -- Total Circulations: 14

4/24/2024 - Copies Removed: 197**13 ghosts : strange but true stories (Removed: 1)**

Author: Osborne, Will.

ISBN: 0-590-41690-1 (pbk.)

Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
PB O	T 205476	\$4.00	3/9/2015	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	District; Scholastic	9/1/2021	Discard

Was Available -- Weeded -- Total Circulations: 3

97 ways to train a dragon (Removed: 1)

Author: McMullan, Kate.

ISBN: 0-448-43177-7

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 204011	\$6.00	5/10/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	9/20/2011	Discard

Was Available -- Weeded -- Total Circulations: 10

A Reward for Josefina (Removed: 1)

Author: Tripp, Valerie

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 202282	\$3.95	11/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/24/2019	Discard

Was Available -- Weeded -- Total Circulations: 27

A Wedding for Wiglaf? Dragon Slayers' Academy (Removed: 1)

Author: McMullan, Kate

ISBN: 0-448-43111-4

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 203881	\$6.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	8/9/2011	Discard

Was Available -- Weeded -- Total Circulations: 10

Addy Saves the Day A Summer Story (Removed: 1)

Author: Porter, Connie

ISBN: 1-56247-083-3

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB Series	T 203946	\$8.00	5/8/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	9/25/2008	Discard

Was Available -- Weeded -- Total Circulations: 1

Addy's Suprise A Christmas Story (Removed: 1)

Author: Porter, Connie

ISBN: 1-56247-079-5

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB Series	T 203943	\$8.00	5/8/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	8/19/2015	Discard

Was Available -- Weeded -- Total Circulations: 3

4/24/2024 - Copies Removed: 197

After the Rain; Virginia's Civil War Diary My America (Removed: 2)

Author: Osborne, Mary Pope

ISBN: 0-439-36904-5

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
FIC OSB	T 41354	\$14.80	10/10/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/3/2013	Discard

Was Available -- Weeded -- Total Circulations: 8

Call Number	Barcode	Price	Acquired	Removed By
PB O	T 202236	\$4.99	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/16/2010	Discard

Was Available -- Weeded -- Total Circulations: 7

All But Alice (Removed: 1)

Author: Naylor, Phyllis Reynolds

ISBN: 0-440-40918-7

Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB N	T 202045	\$6.00	6/17/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		8/22/2017	Discard

Was Available -- Weeded -- Total Circulations: 4

Amber Brown goes fourth (Removed: 1)

Author: Danziger, Paula, 1944-2004.

ISBN: 978-0-590-93425-1

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202134	\$5.00	7/18/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/4/2013	Discard

Was Available -- Weeded -- Total Circulations: 13

Amber Brown I, Amber Brown (Removed: 1)

Author: Danziger, Paula

ISBN: 0-439-07169-0

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 201849	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/15/2023	Discard

Was Available -- Weeded -- Total Circulations: 23

Amber Brown is feeling blue (Removed: 1)

Author: Danziger, Paula, 1944-2004.

ISBN: 978-0-439-07168-0 (pbk.)

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB-D	T 202131	\$3.99	7/18/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/8/2015	Discard

Was Available -- Weeded -- Total Circulations: 19

4/24/2024 - Copies Removed: 197**Amber Brown is not a crayon (Removed: 1)**

Author: Danziger, Paula, 1944-

ISBN: 0-590-45899-X

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202132	\$3.99	7/18/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/19/2011	Discard

Was Available -- Weeded -- Total Circulations: 10

Amber Brown sees red (Removed: 1)

Author: Danziger, Paula, 1944-2004.

ISBN: 0-399-22901-9

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202133	\$5.00	7/18/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/24/2010	Discard

Was Available -- Weeded -- Total Circulations: 17

Amber Brown wants extra credit (Removed: 1)

Author: Danziger, Paula, 1944-2004.

ISBN: 0-399-22900-0

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202130	\$5.00	7/18/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/15/2014	Discard

Was Available -- Weeded -- Total Circulations: 19

Angels Don't Know Karate The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton

ISBN: 0-590-84902-6

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202766	\$5.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/7/2014	Discard

Was Available -- Weeded -- Total Circulations: 34

Bad Day for Ballet The Nancy Drew Notebooks (Removed: 1)

Author: Keene, Carolyn

ISBN: 0-671-87948-0

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 202787	\$5.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/27/2007	Discard

Was Available -- Weeded -- Total Circulations: 7

The Barn (Removed: 1)

Author: Avi

ISBN: 0-380-72562-2

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
PB AVI	T 201412	\$4.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/17/2003	Discard

Was Available -- Weeded -- Total Circulations: 1

4/24/2024 - Copies Removed: 197

Bed-Knob and Broomstick (Removed: 1)

Author: Norton, Mary.

ISBN: 0-15-202456-5

Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
PB NOR	T 201833	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/22/2023	Discard

Was Available -- Weeded -- Total Circulations: 21

Bernie Magruder & the Bats in the Belfry (Removed: 1)

Author: Naylor, Phyllis Reynolds

ISBN: 1-41690048-9

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB N	T 204173	\$6.00	1/14/2008	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit		Discard

Was Available -- Weeded -- Total Circulations: 0

Bernie Magruder & The Case of the Big Stink (Removed: 1)

Author: Naylor, Phyllis Reynolds

ISBN: 0-689-84128-0

Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
PB N	T 201512	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/10/2008	Discard

Was Available -- Weeded -- Total Circulations: 8

Bernie Magruder & The Disappearing Bodies (Removed: 1)

Author: Naylor, Phyllis Reynolds

ISBN: 0-689-84127-2

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
PB N	T 201511	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/3/2007	Discard

Was Available -- Weeded -- Total Circulations: 16

The BFG (Removed: 1)

Author: Dahl, Roald.

ISBN: 0-14-130105-8

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 201790	\$5.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/6/2022	Discard

Was Available -- Weeded -- Total Circulations: 79

The Black Cauldron (Removed: 2)

Author: Alexander, Lloyd 1955-

ISBN: 0-440-40649-8

Published: 1965

Call Number	Barcode	Price	Acquired	Removed By
PB ALE	T 201800	\$5.50	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/7/2005	Discard

Was Available -- Weeded -- Total Circulations: 4

4/24/2024 - Copies Removed: 197

Call Number	Barcode	Price	Acquired	Removed By
PB ALE	T 202365	\$7.00	2/4/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/25/2010	Discard

Was Available -- Weeded -- Total Circulations: 16

BLUE HERON (Removed: 1)

Author: AVI

Call Number	Barcode	Price	Acquired	Removed By
PB AVI	T 200533	\$3.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The boy who owned the school : a comedy of love (Removed: 1)

Author: Paulsen, Gary.

ISBN: 0-531-05865-4

Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
PB P	T 202872	\$5.50	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		7/5/2011	Discard

Was Available -- Weeded -- Total Circulations: 1

The Broken Blade (Removed: 1)

Author: Durbin, William

ISBN: 0-440-41184-X

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 201458	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/7/2004	Discard

Was Available -- Weeded -- Total Circulations: 2

Captain Grey (Removed: 1)

Author: Avi

ISBN: 0-380-73244-0

Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
PB AVI	T 201414	\$4.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Castle of Llyr (Removed: 1)

Author: Alexander, Lloyd 1955-

ISBN: 0-440-41125-4

Published: 1966

Call Number	Barcode	Price	Acquired	Removed By
PB ALE	T 201801	\$5.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/9/2003	Discard

Was Available -- Weeded -- Total Circulations: 8

4/24/2024 - Copies Removed: 197**The Cat Who Wished to Be a Man (Removed: 1)**

Author: Alexander, Lloyd

ISBN: 0-440-40580-7

Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
PB-A	T 201406	\$3.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/17/2006	Discard

Was Available -- Weeded -- Total Circulations: 15

Changes for Addy A Winter Story (Removed: 1)

Author: Porter, Connie

ISBN: 1-56247-085-X

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB Series	T 203944	\$8.00	5/8/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.		Discard

Was Available -- Weeded -- Total Circulations: 0

CHANGES FOR FELICITY (Removed: 1)

Author: TRIPP, VALERIE

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200983	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/29/2007	Discard

Was Available -- Weeded -- Total Circulations: 10

Changes for Josefina A Winter Story (Removed: 1)

Author: Tripp, Valerie

ISBN: 1-56247-591-6

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB Series	T 203952	\$8.00	5/8/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	1/14/2014	Discard

Was Available -- Weeded -- Total Circulations: 3

Changes for Kaya (Removed: 1)

Author: Shaw, Janet

ISBN: 1-58485-433-2

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202451	\$7.00	5/22/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		8/19/2010	Discard

Was Available -- Weeded -- Total Circulations: 7

Changes for Kit: A Winter Story (Removed: 1)

Author: Tripp, Valerie

ISBN: 1-58485-026-4

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB T	T 203437	\$7.00	5/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	2/7/2013	Discard

Was Available -- Weeded -- Total Circulations: 17

4/24/2024 - Copies Removed: 197**CHANGES FOR MOLLY (Removed: 1)**

Author: TRIPP, VALERIE

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200985	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/9/2007	Discard

Was Available -- Weeded -- Total Circulations: 12

Class trip to the Cave of Doom (Removed: 1)

Author: McMullan, Kate.

ISBN: 1-59961-123-6 (lib. bdg.)

Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 203987	\$6.00	5/10/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	11/1/2011	Discard

Was Available -- Weeded -- Total Circulations: 9

Crash (Removed: 1)

Author: Monninger, Joseph.

ISBN: 978-0-545-56348-2 (pbk.)

Published: 2014

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 205296	\$6.00	4/9/2014	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Book Fair Profit	2/17/2016	Discard

Was Available -- Weeded -- Total Circulations: 21

Crime in the Queen's Court (Removed: 1)

Author: Keene, Carolyn

ISBN: 0-671-79298-9

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 201491	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/9/2015	Discard

Was Available -- Weeded -- Total Circulations: 11

Cupid Doesn't Flip Hamburgers The Adventures of The Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton

ISBN: 0-590-48114-2

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202645	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/18/2019	Discard

Was Available -- Weeded -- Total Circulations: 36

Danger on midnight river (Removed: 2)

Author: Paulsen, Gary.

ISBN: 0-440-41028-2

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB P	T 201531	\$5.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/23/2018	Discard

Was Available -- Weeded -- Total Circulations: 22

4/24/2024 - Copies Removed: 197

Call Number	Barcode	Price	Acquired	Removed By
PB P	T 203304	\$5.00	5/25/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	9/20/2017	Discard

Was Available -- Weeded -- Total Circulations: 15

Danger! Wizard at Work Dragon Slayers' Academy (Removed: 1)

Author: McMullan, Kate ISBN: 0-448-43529-2 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 203885	\$6.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	9/21/2011	Discard

Was Available -- Weeded -- Total Circulations: 8

Danny, the champion of the world (Removed: 1)

Author: Dahl, Roald. ISBN: 0-14-130114-7 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 204051	\$8.00	5/15/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	4/25/2016	Discard

Was Available -- Weeded -- Total Circulations: 26

Dracula Doesn't Rock and Roll The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia ISBN: 0-439-04399-9 Published: 1999
Thornton

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202370	\$5.00	2/4/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/14/2014	Discard

Was Available -- Weeded -- Total Circulations: 14

Dragons Don't Cook Pizza The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia ISBN: 0-590-84904-2 Published: 1997
Thornton

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202373	\$5.00	2/4/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/9/2015	Discard

Was Available -- Weeded -- Total Circulations: 19

The Ear, the Eye and the Arm (Removed: 1)

Author: Farmer, Nancy ISBN: 0-14-037641-0 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
PB F	T 201460	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/15/2015	Discard

Was Available -- Weeded -- Total Circulations: 11

4/24/2024 - Copies Removed: 197**Elves Don't wear Hard Hats The Adventures of the Bailey School Kids (Removed: 1)**

Author: Dadey, Debbie and Jones, Marcia Thornton ISBN: 0-590-22637-1

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 203251	\$5.00	3/4/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/8/2020	Discard

Was Available -- Weeded -- Total Circulations: 10

Esio Trot (Removed: 1)

Author: Dahl, Roald

Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 205477	\$5.00	3/9/2015	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	District; Scholastic	3/15/2016	Discard

Was Available -- Weeded -- Total Circulations: 5

Fantastic Mr. Fox (Removed: 1)

Author: Dahl, Roald

ISBN: 0-14-130113-9

Published: 1970

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 203903	\$7.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	Title 1, A.R.	1/16/2024	Discard

Was Available -- Weeded -- Total Circulations: 44

The Fear Place (Removed: 1)

Author: Naylor, Phyllis Reynolds.

ISBN: 0-689-80442-3

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB NAY	T 202250	\$6.00	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/8/2015	Discard

Was Available -- Weeded -- Total Circulations: 9

FELICITY LEARNS A LESSON (Removed: 1)

Author: TRIPP, VALERIE

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200987	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/9/2006	Discard

Was Available -- Weeded -- Total Circulations: 5

FELICITY SAVES THE DAY (Removed: 1)

Author: TRIPP, VALERIE

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200988	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/2/2009	Discard

Was Available -- Weeded -- Total Circulations: 16

4/24/2024 - Copies Removed: 197**Felicity's New Sister (Removed: 1)**

Author: Tripp, Valerie

ISBN: 1-56247-762-5

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 202281	\$3.95	11/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/21/2013	Discard

Was Available -- Weeded -- Total Circulations: 24

Flip-flop girl (Removed: 1)

Author: Paterson, Katherine.

ISBN: 0-525-67480-2

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
PB-P	T 201535	\$4.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/3/2015	Discard

Was Available -- Weeded -- Total Circulations: 10

Flying Free; Corey's Underground Railroad Diary My America (Removed: 1)

Author: Wyeth, Sharon Dennis

ISBN: 0-439-36908-8

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB W	T 202238	\$4.99	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/14/2005	Discard

Was Available -- Weeded -- Total Circulations: 7

Forever Amber Brown (Removed: 1)

Author: Danziger, Paula

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202148	\$3.99	7/18/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/22/2023	Discard

Was Available -- Weeded -- Total Circulations: 26

Frankenstein Doesn't Plant Petunias The Adventures of The Bailey School Ki (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton

ISBN: 0-590-47071-X

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202643	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/7/2015	Discard

Was Available -- Weeded -- Total Circulations: 15

Freedom's wings : Corey's diary (Removed: 2)

Author: Wyeth, Sharon Dennis.

ISBN: 0-439-14100-1

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
FIC WYE	T 35229	\$8.95	9/2/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/19/2005	Discard

Was Available -- Weeded -- Total Circulations: 3

4/24/2024 - Copies Removed: 197

Call Number	Barcode	Price	Acquired	Removed By
PB W	T 202239	\$4.99	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/23/2018	Discard

Was Available -- Weeded -- Total Circulations: 9

Frozen fire (Removed: 1)

Author: Houston, James A., 1921- ISBN: 0-689-71612-5 Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 202259	\$4.95	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/19/2016	Discard

Was Available -- Weeded -- Total Circulations: 7

George's marvelous medicine (Removed: 1)

Author: Dahl, Roald. ISBN: 0-14-130111-2 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 204343	\$6.00	3/27/2009	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	9/11/2018	Discard

Was Available -- Weeded -- Total Circulations: 37

Ghosts Don't Eat Potato Chips The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton ISBN: 0-590-45854-X Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202638	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/14/2014	Discard

Was Available -- Weeded -- Total Circulations: 8

Ghouls Don't Scoop Ice Cream The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton ISBN: 0-590-25819-2 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202765	\$5.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/10/2023	Donation

Was Available -- Weeded -- Total Circulations: 33

Giants Don't Go Snowboarding The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton ISBN: 0-590-18983-2 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202639	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/16/2015	Discard

Was Available -- Weeded -- Total Circulations: 11

4/24/2024 - Copies Removed: 197

Ginger Pye (Removed: 1)

Author: Estes, Eleanor

ISBN: 0-590-45126-X

Published: 1979

Call Number	Barcode	Price	Acquired	Removed By
PB E	T 204908	\$7.00	3/29/2012	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation	4/8/2015	Discard

Was Available -- Weeded -- Total Circulations: 4

The Girl Named Disaster (Removed: 1)

Author: Farmer, Nancy 1898-1989.

ISBN: 0-14-038635-1

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB FAR	T 201806	\$5.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/10/2012	Discard

Was Available -- Weeded -- Total Circulations: 15

The Great Gilly Hopkins (Removed: 1)

Author: Paterson, Katherine

ISBN: 0-690-03838-0

Published: 1978

Call Number	Barcode	Price	Acquired	Removed By
PB-P	T 201534	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/24/2019	Discard

Was Available -- Weeded -- Total Circulations: 13

Happy Birthday, Addy! A Springtime Story (Removed: 1)

Author: Porter, Connie

ISBN: 1-56247-081-7

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB Series	T 203947	\$8.00	5/8/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	1/8/2009	Discard

Was Available -- Weeded -- Total Circulations: 1

HAPPY BIRTHDAY, FELICITY! (Removed: 1)

Author: TRIPP, VALERIE

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200989	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/27/2012	Discard

Was Available -- Weeded -- Total Circulations: 17

Happy Birthday, Josefina! A Springtime Story (Removed: 1)

Author: Tripp, Valerie

ISBN: 1-56247-587-8

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB Series	T 203948	\$8.00	5/8/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	11/5/2013	Discard

Was Available -- Weeded -- Total Circulations: 3

4/24/2024 - Copies Removed: 197**Happy birthday, Kirsten! : a springtime story (Removed: 2)**

Author: Shaw, Janet Beeler, 1937-

ISBN: 0-937295-32-9

Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
FIC SHA	T 16403	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/17/2018	Discard

Was Available -- Weeded -- Total Circulations: 47

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200990	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/18/2012	Discard

Was Available -- Weeded -- Total Circulations: 52

Happy Birthday, Kit! (Removed: 1)

Author: Tripp, Valerie

ISBN: 1-58485-022-1

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB T	T 203439	\$7.00	5/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	4/2/2018	Discard

Was Available -- Weeded -- Total Circulations: 15

Happy birthday, Molly! : a springtime story (Removed: 2)

Author: Tripp, Valerie, 1951-

ISBN: 0-937295-36-1

Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 16673	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/7/2015	Discard

Was Available -- Weeded -- Total Circulations: 34

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200991	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/16/2011	Discard

Was Available -- Weeded -- Total Circulations: 35

Happy birthday, Samantha! : a springtime story (Removed: 1)

Author: Tripp, Valerie, 1951-

ISBN: 0-937295-34-5

Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 16674	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/10/2019	Discard

Was Available -- Weeded -- Total Circulations: 34

High Hopes for Addy (Removed: 1)

Author: Porter, Connie

ISBN: 1-56247-765-X

Published: 1999

4/24/2024 - Copies Removed: 197

Call Number	Barcode	Price	Acquired	Removed By
FIC POR	T 202284	\$3.95	11/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/15/2013	Discard

Was Available -- Weeded -- Total Circulations: 13

If wishes were horses : a Kona story (Removed: 1)

Author: Miller, Sibley. ISBN: 978-0-312-38280-3 Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 204594	\$7.00	1/4/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	2/25/2022	Discard

Was Available -- Weeded -- Total Circulations: 9

ISLAND OF THE BLUE DOLPHINS (Removed: 1)

Author: O'DELL, SCOTT ISBN: 0-440-43988-4

Call Number	Barcode	Price	Acquired	Removed By
PB O	T 202253	\$6.50	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/3/2015	Discard

Was Available -- Weeded -- Total Circulations: 30

IT'S LIKE THIS, CAT (Removed: 1)

Author: NEVILLE, EMILY Published: 1963

Call Number	Barcode	Price	Acquired	Removed By
PB NEV	T 200703	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		8/9/2000	Discard

Was Available -- Weeded -- Total Circulations: 3

Josefina Learns a Lesson A School Story (Removed: 1)

Author: Tripp, Valerie ISBN: 1-56247-517-7 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB Series	T 203950	\$8.00	5/8/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	10/25/2013	Discard

Was Available -- Weeded -- Total Circulations: 1

Josefina's Surprise A Christmas Story (Removed: 1)

Author: Tripp, Valerie ISBN: 1-56247-519-3 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB Series	T 203949	\$8.00	5/8/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	10/30/2013	Discard

Was Available -- Weeded -- Total Circulations: 1

4/24/2024 - Copies Removed: 197**Journey to Jo'burg (Removed: 1)**

Author: Naidoo, Beverley.

ISBN: 0-06-440237-1

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
PB N	T 202688	\$6.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/16/2003	Discard

Was Available -- Weeded -- Total Circulations: 2

JULIE OF THE WOLVES (Removed: 1)

Author: GEORGE, JEAN CRAIGHEAD

Call Number	Barcode	Price	Acquired	Removed By
PB G	T 202400	\$5.50	3/25/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/28/2020	Discard

Was Available -- Weeded -- Total Circulations: 9

Kaya and Lone Dog (Removed: 1)

Author: Shaw, Janet

ISBN: 1-58485-429-4

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202449	\$7.00	5/22/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/24/2013	Discard

Was Available -- Weeded -- Total Circulations: 20

Kaya's Escape! (Removed: 1)

Author: Shaw, Janet

ISBN: 1-58485-425-1

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202447	\$7.00	5/22/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/17/2013	Discard

Was Available -- Weeded -- Total Circulations: 16

Kaya's Hero (Removed: 1)

Author: Shaw, Janet

ISBN: 1-58485-427-8

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202448	\$7.00	5/22/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/31/2013	Discard

Was Available -- Weeded -- Total Circulations: 11

KIRSTEN LEARNS A LESSON (Removed: 1)

Author: SHAW, JANET

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200992	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/16/2015	Discard

Was Available -- Weeded -- Total Circulations: 22

4/24/2024 - Copies Removed: 197**Kirsten learns a lesson : a school story (Removed: 1)**

Author: Shaw, Janet Beeler, 1937-

ISBN: 0-937295-09-4

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
FIC SHA	T 16404	\$4.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/26/2013	Discard

Was Available -- Weeded -- Total Circulations: 27

Kirsten on the Trail (Removed: 1)

Author: Shaw, Janet

ISBN: 1-56247-764-1

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
FIC SHA	T 202283	\$3.95	11/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/20/2012	Discard

Was Available -- Weeded -- Total Circulations: 28

KIRSTEN SAVES THE DAY (Removed: 1)

Author: SHAW, JANET

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200994	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/23/2012	Discard

Was Available -- Weeded -- Total Circulations: 16

Kirsten saves the day : a summer story (Removed: 1)

Author: Shaw, Janet Beeler, 1937-

ISBN: 0-937295-39-6

Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
FIC SHA	T 16405	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/9/2018	Discard

Was Available -- Weeded -- Total Circulations: 26

KIRSTEN'S SURPRISE (Removed: 1)

Author: SHAW, JANET

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200995	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/18/2012	Discard

Was Available -- Weeded -- Total Circulations: 16

Kit Learns a Lesson; A School Story (Removed: 1)

Author: Tripp, Valerie

ISBN: 1-58485-018-3

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB T	T 203440	\$7.00	5/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	9/4/2018	Discard

Was Available -- Weeded -- Total Circulations: 27

4/24/2024 - Copies Removed: 197**Kit Saves the Day; A Summer Story (Removed: 1)**

Author: Tripp, Valerie

ISBN: 1-58485-024-8

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB T	T 203438	\$7.00	5/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	11/5/2013	Discard

Was Available -- Weeded -- Total Circulations: 20

The kite fighters (Removed: 1)

Author: Park, Linda Sue.

ISBN: 0-440-41813-5

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB P	T 202532	\$6.00	5/23/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/7/2006	Discard

Was Available -- Weeded -- Total Circulations: 3

Knight For a Day Dragon Slayers' Academy (Removed: 1)

Author: McMullan, Kate

ISBN: 0-448-43277-3

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 203882	\$6.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	8/22/2011	Discard

Was Available -- Weeded -- Total Circulations: 11

Leprechauns Don't Play Basketball The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Johnes, Marcia Thornton

ISBN: 0-590-44822-6

Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202642	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		3/15/2024	Discard

Was Available -- Weeded -- Total Circulations: 23

Leprechauns Don't Play Fetch The Adventures of The Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton

ISBN: 0-439-40833-4

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202649	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		3/15/2024	Discard

Was Available -- Weeded -- Total Circulations: 20

Lone wolf (Removed: 1)

Author: Franklin, Kristine L.

ISBN: 0-7636-0480-1

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB F	T 201237	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/28/2005	Discard

4/24/2024 - Copies Removed: 197

Was Available -- Weeded -- Total Circulations: 4

Meet Addy An American Girl (Removed: 1)

Author: Porter, Connie

ISBN: 1-56247-075-2

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB Series	T 203945	\$8.00	5/8/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	3/11/2015	Discard

Was Available -- Weeded -- Total Circulations: 2

Meet Josefina An American Girl (Removed: 1)

Author: Tripp, Valerie

ISBN: 1-56247-515-0

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB Series	T 203951	\$8.00	5/8/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	1/14/2015	Discard

Was Available -- Weeded -- Total Circulations: 8

Meet Julie : an American girl (Removed: 1)

Author: McDonald, Megan.

ISBN: 1-59369-257-9

Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 205250	\$8.00	12/12/2013	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	11/12/2014	Discard

Was Available -- Weeded -- Total Circulations: 4

Meet Kaya (Removed: 1)

Author: Shaw, Janet

ISBN: 1-58485-423-5

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202446	\$7.00	5/22/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/2/2021	Discard

Was Available -- Weeded -- Total Circulations: 11

Meet Kirsten : an American girl (Removed: 1)

Author: Shaw, Janet Beeler, 1937-

ISBN: 0-937295-01-9

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
FIC SHA	T 16407	\$4.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/13/2019	Discard

Was Available -- Weeded -- Total Circulations: 26

Meet Molly : an American girl (Removed: 1)

Author: Tripp, Valerie, 1951-

ISBN: 0-937295-06-X

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 16675	\$4.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/28/2012	Discard

Was Available -- Weeded -- Total Circulations: 25

4/24/2024 - Copies Removed: 197**Meet Samantha, An American Girl (Removed: 1)**

Author: Adler, Susan S.

ISBN: 0-937295-04-3

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
PB ADL	T 201130	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/20/2013	Discard

Was Available -- Weeded -- Total Circulations: 38

Mermaids Don't Run Track The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton

ISBN: 0-590-84906-9

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202767	\$5.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		8/21/2019	Discard

Was Available -- Weeded -- Total Circulations: 36

Message in the sky : Corey's Underground Railroad diary, book three (Removed: 1)

Author: Wyeth, Sharon Dennis.

ISBN: 0-439-37057-4

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
FIC WYE	T 35228	\$10.95	9/2/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/7/2005	Discard

Was Available -- Weeded -- Total Circulations: 3

Midnight magic (Removed: 1)

Author: Avi, 1937-

ISBN: 0-590-36035-3 (alk. paper)

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB AVI	T 202627	\$6.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/3/2005	Discard

Was Available -- Weeded -- Total Circulations: 5

The Minstrel's Melody (Removed: 1)

Author: Tate, Eleanora E.

ISBN: 1-58485-310-7

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB AME	T 201839	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/21/2003	Discard

Was Available -- Weeded -- Total Circulations: 3

Molly learns a lesson : a school story (Removed: 2)

Author: Tripp, Valerie.

ISBN: 0-937295-16-7

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 16676	\$10.00	5/22/2019	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

4/24/2024 - Copies Removed: 197

Call Number	Barcode	Price	Acquired	Removed By
PB T	T 201118		5/22/2019	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard
Was Available -- Weeded -- Total Circulations: 0				

MOLLY SAVES THE DAY (Removed: 1)

Author: TRIPP, VALERIE

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200998	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/28/2011	Discard
Was Available -- Weeded -- Total Circulations: 18				

Molly saves the day : a summer story (Removed: 1)

Author: Tripp, Valerie, 1951-

ISBN: 0-937295-43-4

Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 16677	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/7/2013	Discard
Was Available -- Weeded -- Total Circulations: 7				

Molly Takes Flight (Removed: 1)

Author: Tripp, Valerie

ISBN: 1-56247-767-6

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 202286	\$3.95	11/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/4/2013	Discard
Was Available -- Weeded -- Total Circulations: 17				

MOLLY'S SURPRISE (Removed: 1)

Author: TRIPP, VALERIE

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 201000	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/25/2012	Discard
Was Available -- Weeded -- Total Circulations: 30				

Molly's surprise : a Christmas story (Removed: 1)

Author: Tripp, Valerie, 1951-

ISBN: 0-937295-24-8

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 16678		4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/14/2012	Discard
Was Available -- Weeded -- Total Circulations: 33				

4/24/2024 - Copies Removed: 197**Mrs. Jeepers in Outer Space The Adventures of The Bailey School Kids (Removed: 1)**

Author: Dadey, Debbie and Jones, Marcia ISBN: 0-439-04396-4 Published: 1999
Thornton

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202650	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	Library Administration	4/2/2019	Discard

Was Available -- Weeded -- Total Circulations: 17

Mrs. Jeepers' Monster Class Trip The Adventures of The Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia ISBN: 0-439-21585-4 Published: 2000
Thornton

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202651	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/2/2018	Discard

Was Available -- Weeded -- Total Circulations: 43

Mummies Don't Coach Softball The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia ISBN: 0-590-22639-8 Published: 1996
Thronton

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202824	\$5.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/13/2016	Discard

Was Available -- Weeded -- Total Circulations: 10

My Brother's Keeper; Virginia's Civil War Diary My America (Removed: 1)

Author: Osborne, Mary Pope ISBN: 0-439-36903-7 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB O	T 202237	\$4.99	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		8/27/2013	Discard

Was Available -- Weeded -- Total Circulations: 9

My brother's keeper : Virginia's diary (Removed: 1)

Author: Osborne, Mary Pope. ISBN: 0-439-15307-7 Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
FIC OSB	T 41317	\$13.10	5/22/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/28/2014	Discard

Was Available -- Weeded -- Total Circulations: 18

The Mystery of the Jade Tiger (Removed: 1)

Author: Keene, Carolyn ISBN: 0-671-73050-9 Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 201494	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/28/2015	Discard

4/24/2024 - Copies Removed: 197

Was Available -- Weeded -- Total Circulations: 13

The Night Flyers (Removed: 2)

Author: McDavid Jones, Elizabeth

ISBN: 1-56247-759-5

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB AME	T 201408	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/5/2002	Discard

Was Available -- Weeded -- Total Circulations: 4

Call Number	Barcode	Price	Acquired	Removed By
PB AME	T 201836	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/4/2013	Discard

Was Available -- Weeded -- Total Circulations: 11

Not Nice on Ice The Nancy Drew Notebooks (Removed: 1)

Author: Keene, Carolyn

ISBN: 0-671-52711-8

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 202791	\$5.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/18/2007	Discard

Was Available -- Weeded -- Total Circulations: 6

The Nutcracker Ballet Mystery (Removed: 1)

Author: Keene, Carolyn

Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 201495	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/16/2015	Discard

Was Available -- Weeded -- Total Circulations: 9

Olive's Ocean (Removed: 1)

Author: Henkes, Kevin

ISBN: 0-06-053545-8

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 204068	\$8.00	5/15/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.		Discard

Was Available -- Weeded -- Total Circulations: 0

ON THE FAR SIDE OF THE MOUNTAIN (Removed: 1)

Author: GEORGE, JEAN CRAIGHEAD

Call Number	Barcode	Price	Acquired	Removed By
PB G	T 201472	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/18/2002	Discard

Was Available -- Weeded -- Total Circulations: 1

4/24/2024 - Copies Removed: 197**Our Strange New Land; Elizabeth's Jamestown Colony Diary My America (Removed: 1)**

Author: Hermes, Patricia

ISBN: 0-439-36898-7

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 202235	\$4.99	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/8/2010	Discard

Was Available -- Weeded -- Total Circulations: 3

Phantoms Don't Drive Sports Cars The Adventures of The Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton

ISBN: 0-590-18982-4

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202345	\$3.99	12/16/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/19/2023	Discard

Was Available -- Weeded -- Total Circulations: 25

The Riddle in the Rare Book (Removed: 1)

Author: Keene, Carolyn

ISBN: 0-671-87209-5

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 201492	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/12/2015	Discard

Was Available -- Weeded -- Total Circulations: 10

Riddle of the Prairie Bride (Removed: 1)

Author: Reiss, Kathryn

ISBN: 1-58485-308-5

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB ME	T 201407	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/18/2003	Discard

Was Available -- Weeded -- Total Circulations: 11

Romeo and Juliet-Together (and Alive!) at Last (Removed: 1)

Author: Avi

ISBN: 0-380-70525-7

Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
PB A	T 202262	\$4.99	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/21/2005	Discard

Was Available -- Weeded -- Total Circulations: 4

Run Away Home (Removed: 1)

Author: McKissack, Patricia C.

ISBN: 0-590-46752-2

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
PB-M	T 201509	\$4.50	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/18/2023	Discard

Was Available -- Weeded -- Total Circulations: 12

4/24/2024 - Copies Removed: 197**Samantha saves the day : a summer story (Removed: 1)**

Author: Tripp, Valerie, 1951-

ISBN: 0-937295-40-X

Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 16679	\$5.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/13/2019	Discard

Was Available -- Weeded -- Total Circulations: 27

Samantha's Winter Party (Removed: 1)

Author: Tripp, Valerie

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
FIC TRI	T 202285	\$3.95	11/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/24/2019	Discard

Was Available -- Weeded -- Total Circulations: 37

Saving Shiloh (Removed: 1)

Author: Naylor, Phyllis Reynolds.

ISBN: 978-0-689-81461-7 (pbk.)

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB N	T 201514	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	CA School Library Material	1/8/2020	Discard

Was Available -- Weeded -- Total Circulations: 29

Sea Monsters Don't Ride Motorcycles The Adventures of the Bailey School Ki (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton

ISBN: 0-439-04401-4

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202338	\$3.99	12/16/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/11/2019	Discard

Was Available -- Weeded -- Total Circulations: 28

The SECRET GARDEN (Removed: 1)

Author: Burnett, Frances Hodgson

ISBN: 0-448-40736-1

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB BUR	T 203334	\$7.00	5/26/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	1/26/2010	Discard

Was Available -- Weeded -- Total Circulations: 5

The Secret of the Tibetan Treasure (Removed: 1)

Author: Keene, Carolyn

ISBN: 0-671-73054-1

Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 201493	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/28/2015	Discard

Was Available -- Weeded -- Total Circulations: 12

4/24/2024 - Copies Removed: 197

The secret school (Removed: 1)

Author: Avi, 1937-

ISBN: 0-15-216375-1

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB AVI	T 203176	\$5.00	11/8/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/17/2023	Discard

Was Available -- Weeded -- Total Circulations: 18

Shadows in the Glasshouse (Removed: 2)

Author: McDonald, Megan

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB A	T 201409	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		8/22/2016	Discard

Was Available -- Weeded -- Total Circulations: 6

Call Number	Barcode	Price	Acquired	Removed By
PB AME	T 201835	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/11/2003	Discard

Was Available -- Weeded -- Total Circulations: 3

Shiloh (Removed: 1)

Author: Naylor, Phyllis Reynolds,

ISBN: 978-0-689-83582-7

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB-N	T 201515	\$4.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/5/2020	Discard

Was Available -- Weeded -- Total Circulations: 12

Sir Lancelot, Where Are You? Dragon Slayers' Academy (Removed: 1)

Author: McMullan, Kate

ISBN: 0-448-43278-1

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 203883	\$6.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	8/22/2012	Discard

Was Available -- Weeded -- Total Circulations: 8

The slave dancer; a novel. (Removed: 1)

Author: Fox, Paula.

ISBN: 0-87888-062-3

Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
PB F	T 204062	\$7.50	5/15/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.		Discard

Was Available -- Weeded -- Total Circulations: 0

4/24/2024 - Copies Removed: 197

Something upstairs : a tale of ghosts (Removed: 1)

Author: Avi, 1937-

ISBN: 0-380-79086-6

Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
PB A	T 202222	\$4.95	7/25/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Library Administration	3/15/2023	Discard

Was Available -- Weeded -- Total Circulations: 21

S.O.R. losers (Removed: 1)

Author: Avi, 1937-

ISBN: 0-02-793410-1

Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
PB AVI	T 201793	\$4.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/17/2013	Discard

Was Available -- Weeded -- Total Circulations: 6

SOUNDER (Removed: 2)

Author: ARMSTRONG, WILLIAM

Call Number	Barcode	Price	Acquired	Removed By
PB ARM	T 202402	\$5.50	3/25/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/23/2019	Discard

Was Available -- Weeded -- Total Circulations: 13

Call Number	Barcode	Price	Acquired	Removed By
PB FIC	T 200887	\$3.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/30/2004	Discard

Was Available -- Weeded -- Total Circulations: 4

Starlight Warriors (Removed: 1)

Author: Hunter, Erin

ISBN: 978-0-06-082762-5

Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 203876	\$8.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	3/9/2023	Discard

Was Available -- Weeded -- Total Circulations: 33

The Baby-Sitter Burglaries Nancy Drew (Removed: 1)

Author: Keene, Carolyn

ISBN: 0-671-50507-6

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 202784	\$6.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/12/2015	Discard

Was Available -- Weeded -- Total Circulations: 5

4/24/2024 - Copies Removed: 197**The Best Detective The Nancy Drew Notebooks (Removed: 1)**

Author: Keene, Carolyn

ISBN: 0-671-87952-9

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB K	T 202790	\$5.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/18/2007	Discard

Was Available -- Weeded -- Total Circulations: 7

The Book of Three (Removed: 1)

Author: Alexander, Lloyd

ISBN: 0-440-40702-8

Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
PB ALE	T 203436	\$7.00	5/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	12/6/2016	Discard

Was Available -- Weeded -- Total Circulations: 31

The Bride of Frankenstein Doesn't Bake Cookies The Adventures of the Baile (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton

ISBN: 0-439-04400-6

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202316	\$3.99	11/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/4/2020	Discard

Was Available -- Weeded -- Total Circulations: 44

The Fighting Ground (Removed: 1)

Author: Avi

ISBN: 0-06-440185-5

Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
PB AVI	T 203101	\$7.00	3/18/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/8/2015	Discard

Was Available -- Weeded -- Total Circulations: 3

The Gift of the Magi and Other Stories (Removed: 1)

Author: Henry, O.

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB O	T 203115	\$5.00	3/18/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/13/2019	Discard

Was Available -- Weeded -- Total Circulations: 2

The Kid Who Beacme President (Removed: 1)

Author: Gutman, Dan

ISBN: 0-590-02376-4

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB G	T 202773	\$6.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/14/2021	Discard

Was Available -- Weeded -- Total Circulations: 21

4/24/2024 - Copies Removed: 197**The Kid Who Ran for President (Removed: 1)**

Author: Gutman, Dan

ISBN: 0-590-93988-2

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB G	T 203418	\$6.00	5/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	12/5/2019	Discard

Was Available -- Weeded -- Total Circulations: 6

The Littles Have a Wedding (Removed: 1)

Author: Peterson, John

ISBN: 0-590-46224-5

Published: 1971

Call Number	Barcode	Price	Acquired	Removed By
PB P	T 203259	\$5.00	3/4/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/12/2023	Discard

Was Available -- Weeded -- Total Circulations: 17

The Littles to the Rescue (Removed: 1)

Author: Peterson, John

ISBN: 0-590-46223-7

Published: 1968

Call Number	Barcode	Price	Acquired	Removed By
PB P	T 203258	\$5.00	3/4/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/11/2011	Discard

Was Available -- Weeded -- Total Circulations: 6

The Lottery Rose (Removed: 1)

Author: Hunt, Irene

ISBN: 0-425-18279-7

Published: 1976

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 203907	\$6.00	5/7/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	4/20/2010	Discard

Was Available -- Weeded -- Total Circulations: 1

The Magic Finger (Removed: 1)

Author: Dahl, Roald

ISBN: 0-14-130229-1

Published: 1964

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 204341	\$6.00	10/20/2015	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		2/22/2024	Discard

Was Available -- Weeded -- Total Circulations: 4

The Million Dollar Strike (Removed: 1)

Author: Gutman, Dan

ISBN: 0-7868-3751-9

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
PB G	T 203700	\$5.00	4/19/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Donation-Book Fair Profit	12/5/2019	Discard

Was Available -- Weeded -- Total Circulations: 13

4/24/2024 - Copies Removed: 197**The Moffats (Removed: 1)**

Author: Estes, Eleanor

ISBN: 0-15-202541-3

Published: 1969

Call Number	Barcode	Price	Acquired	Removed By
PB E	T 203871	\$7.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	9/23/2008	Discard

Was Available -- Weeded -- Total Circulations: 1

The Puppy Problem The Nancy Drew Notebooks (Removed: 1)

Author: Keene, Carolyn

ISBN: 0-671-53551-X

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 202792	\$5.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/11/2020	Discard

Was Available -- Weeded -- Total Circulations: 10

The Slumber Party Secret The Nancy Drew Notebooks (Removed: 1)

Author: Keene, Carolyn

ISBN: 0-671-87945-6

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 202786	\$5.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/3/2019	Discard

Was Available -- Weeded -- Total Circulations: 15

The Soccer Shoe Clue The Nancy Drew Notebooks (Removed: 1)

Author: Keene, Carolyn

ISBN: 0-671-87949-9

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 202788	\$5.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/20/2020	Discard

Was Available -- Weeded -- Total Circulations: 11

The Starving Time; Elizabeth's Jamestown Colony Diary My America (Removed: 1)

Author: Hermes, Patricia

ISBN: 0-439-36902-9

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 202234	\$4.99	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/27/2005	Discard

Was Available -- Weeded -- Total Circulations: 8

The Wild Year Joshua's Oregon Trail Diary (Removed: 1)

Author: Hermes, Patricia

ISBN: 0-439-37056-6

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 203252	\$6.00	3/4/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/30/2010	Discard

Was Available -- Weeded -- Total Circulations: 7

4/24/2024 - Copies Removed: 197**The Wonderful Story of Henry Sugar and Six More (Removed: 1)**

Author: Dahl, Roald

ISBN: 0-14-130470-7

Published: 1977

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 203851	\$8.00	5/3/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	5/2/2016	Discard

Was Available -- Weeded -- Total Circulations: 13

Trolls Don't Ride Roller Coasters The Adventures of The Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton

ISBN: 0-590-18985-9

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202648	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/10/2014	Discard

Was Available -- Weeded -- Total Circulations: 26

Trouble at Camp Treehouse The Nancy Drew Notebooks (Removed: 1)

Author: Keene, Carolyn

ISBN: 0-671-87951-0

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB KEE	T 202789	\$5.00	12/15/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/8/2007	Discard

Was Available -- Weeded -- Total Circulations: 6

Trouble at Fort LaPointe (Removed: 2)

Author: Ernst, Kathleen

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB A	T 201410	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/2/2003	Discard

Was Available -- Weeded -- Total Circulations: 1

Call Number	Barcode	Price	Acquired	Removed By
PB AME	T 201837	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/12/2005	Discard

Was Available -- Weeded -- Total Circulations: 6

Under Copp's Hill (Removed: 2)

Author: Ayres, Katherine

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
PB AME	T 201411	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/18/2015	Discard

Was Available -- Weeded -- Total Circulations: 8

4/24/2024 - Copies Removed: 197

Call Number	Barcode	Price	Acquired	Removed By
PB AME	T 201834	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/1/2002	Discard

Was Available -- Weeded -- Total Circulations: 2

Voices at Whisper Bend (Removed: 1)

Author: AAyres, Katherine ISBN: 1-56247-761-7 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB AME	T 201838	\$7.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/18/2003	Discard

Was Available -- Weeded -- Total Circulations: 7

Warriors : Forest of secrets (Removed: 1)

Author: Hunter, Erin, ISBN: 978-0-06-236698-6 Published: 2015

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 203875	\$7.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	1/12/2023	Discard

Was Available -- Weeded -- Total Circulations: 32

Warriors : Into the wild (Removed: 1)

Author: Hunter, Erin. ISBN: 978-0-06-236696-2 Published: 2015

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 203873	\$5.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	1/26/2023	Discard

Was Available -- Weeded -- Total Circulations: 53

Warriors : The darkest hour (Removed: 1)

Author: Hunter, Erin. ISBN: 978-0-06-236701-3 Published: 2015

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 203877	\$7.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	3/5/2020	Discard

Was Available -- Weeded -- Total Circulations: 30

We Are Patriots; Hope's Revolutionary War Diary (Removed: 1)

Author: Gregory, Kristiana ISBN: 0-439-36906-1 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB G	T 202233	\$4.99	7/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/24/2013	Discard

Was Available -- Weeded -- Total Circulations: 9

4/24/2024 - Copies Removed: 197**Werewolves Don't Go to Summer Camp The Adventures of the Bailey School Kids (Removed: 1)**

Author: Dadey, Debbie and Jones, Marcia Thornton ISBN: 0-590-44061-6

Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202641	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		10/26/2023	Discard

Was Available -- Weeded -- Total Circulations: 19

What Eric Knew (Removed: 1)

Author: Howe, James ISBN: 0-689-80340-0

Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 202670	\$6.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/16/2018	Discard

Was Lost on 5/25/2023 -- Weeded -- Total Circulations: 10

Wheel of Misfortune Dragon Slayers' Academy (Removed: 1)

Author: McMullan, Kate ISBN: 0-448-43507-1

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 203884	\$6.00	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	2/14/2011	Discard

Was Available -- Weeded -- Total Circulations: 5

Wild Man Island (Removed: 1)

Author: Hobbs, Will. ISBN: 0-688-17473-6

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 203331	\$7.00	5/26/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	11/16/2021	Discard

Was Available -- Weeded -- Total Circulations: 14

Witches Don't Do Backflips The Adventures of The Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton ISBN: 0-590-48112-6

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202644	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/13/2016	Discard

Was Available -- Weeded -- Total Circulations: 22

Wizards Don't Need Computers The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia Thornton ISBN: 0-590-50962-4

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202371	\$5.00	2/4/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/25/2014	Discard

4/24/2024 - Copies Removed: 197

Was Available -- Weeded -- Total Circulations: 12

Wizards Don't Wear Graduation Gowns The Adventures of the Bailey School Ki (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia ISBN: 0-439-36803-0 Published: 2002
 Thornton

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202640	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/14/2015	Discard

Was Available -- Weeded -- Total Circulations: 11

Wolfmen Don't Hula Dance The Adventures of the Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, Marcia ISBN: 0-590-18986-7 Published: 1999
 Thornton

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202825	\$5.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/31/2013	Discard

Was Available -- Weeded -- Total Circulations: 10

You Can't Eat Your Chicken Pox, Amber Brown (Removed: 1)

Author: Danziger, Paula ISBN: 0-590-50207-7 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202135	\$5.00	7/18/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/22/2023	Discard

Was Available -- Weeded -- Total Circulations: 20

You're a Brave Man, Julius Zimmerman (Removed: 1)

Author: Mills, Claudia ISBN: 0-439-30936-0 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB M	T 202020	\$2.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		8/31/2005	Discard

Was Available -- Weeded -- Total Circulations: 15

Zombies Don't Play Soccer The Adventures of The Bailey School Kids (Removed: 1)

Author: Dadey, Debbie and Jones, MARCIA ISBN: 0-590-22636-3 Published: 1995
 Thornton

Call Number	Barcode	Price	Acquired	Removed By
PB D	T 202646	\$5.00	5/30/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/30/2019	Discard

Was Available -- Weeded -- Total Circulations: 17

4/19/2024 - Copies Removed: 1**Pollyanna (Removed: 1)**

Author: Porter, Eleanor H. (Eleanor ISBN: 0-517-11987-0 Published: 1994
 Hodgman), 1868-1920.

4/19/2024 - Copies Removed: 1

Call Number	Barcode	Price	Acquired	Removed By
FIC POR	T 13830	\$12.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/26/2019	Discard

Was Available -- Weeded -- Total Circulations: 12

4/18/2024 - Copies Removed: 76**2095 / Time Warp Trio (Removed: 2)**

Author: Scieszka, Jon.

ISBN: 0-670-85795-5

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
FIC SCI	T 16315	\$11.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/12/2018	Discard

Was Available -- Weeded -- Total Circulations: 20

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202859	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		8/29/2019	Discard

Was Available -- Weeded -- Total Circulations: 13

Attack of the Deranged Mutant Killer Monster Snow Goons Calvin and Hobbes (Removed: 1)

Author: Watterson, Bill

ISBN: 0-8362-1883-3

Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 203286	\$12.00	4/29/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	Library Administration	2/21/2014	Discard

Was Available -- Weeded -- Total Circulations: 65

Beardance (Removed: 2)

Author: Hobbs, Will

ISBN: 0-380-72317-4

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 201484	\$6.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/30/2016	Discard

Was Available -- Weeded -- Total Circulations: 2

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 203293	\$6.00	5/25/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Bearstone (Removed: 2)

Author: Hobbs, Will.

ISBN: 0-689-31496-5

Published: 1989

4/18/2024 - Copies Removed: 76

Call Number	Barcode	Price	Acquired	Removed By
FIC HOB	T 12804	\$12.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/4/2019	Discard

Was Available -- Weeded -- Total Circulations: 8

Call Number	Barcode	Price	Acquired	Removed By
PB H	T 203294	\$6.00	5/25/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The Bellmaker (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-14-240030-0

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50273	\$12.76	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title Fund Chapter 1	10/11/2016	Discard

Was Available -- Weeded -- Total Circulations: 2

Bodies from the bog (Removed: 1)

Author: Deem, James M.

ISBN: 0-395-85784-8

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
569.9 DEE	T 40666	\$19.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

Bud, not Buddy (Removed: 1)

Author: Curtis, Christopher Paul.

ISBN: 0-385-32306-9

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
FIC CUR	T 25650	\$19.75	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		5/4/2007	Discard

Was Available -- Weeded -- Total Circulations: 40

California Indians Fact Cards (Removed: 1)

ISBN: 1-884925-50-2

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
REF	T 201340		4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

CaltureGrams Kids Edition (Removed: 1)

ISBN: 1-931694-12-5

Published: 2001

4/18/2024 - Copies Removed: 76

Call Number	Barcode	Price	Acquired	Removed By
REF 900	T 10031	\$20.00	6/7/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		12/5/2003	Discard

Was Available -- Weeded -- Total Circulations: 2

Calvin and Hobbes (Removed: 1)

Author: Watterson, Bill. ISBN: 0-8362-2088-9 (pbk.) Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 40354	\$15.60	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		10/22/2021	Discard

Was Available -- Weeded -- Total Circulations: 115

The Calvin and Hobbes lazy Sunday book : a collection of Sunday Calvin and (Removed: 3)

Author: Watterson, Bill. ISBN: 0-8362-1852-3 (pbk.) Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 40355	\$16.60	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		12/7/2022	Discard

Was Available -- Weeded -- Total Circulations: 117

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 42368	\$15.95	4/7/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	CA School Library Material	9/26/2017	Discard

Was Available -- Weeded -- Total Circulations: 62

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 201653	\$12.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		1/10/2024	Discard

Was Available -- Weeded -- Total Circulations: 127

The Calvin and Hobbes Tenth Anniversary Book (Removed: 2)

Author: Watterson, Bill 1945- ISBN: 0-8362-0438-7 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 201634	\$16.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		10/22/2021	Discard

Was Available -- Weeded -- Total Circulations: 130

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 202394	\$16.95	3/5/2003	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		1/27/2022	Discard

Was Available -- Weeded -- Total Circulations: 101

4/18/2024 - Copies Removed: 76**Castaways of the Flying Dutchman (Removed: 1)**

Author: Jacques, Brian.

ISBN: 0-441-00914-X

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50356	\$10.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	10/3/2013	Discard

Was Available -- Weeded -- Total Circulations: 7

Da wild, da crazy, da Vinci (Removed: 1)

Author: Scieszka, Jon.

ISBN: 0-670-05926-9 (hardcover)

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
FIC SCI	T 42059	\$16.10	6/1/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	ESEA Chapter II	2/4/2010	Discard

Was Available -- Weeded -- Total Circulations: 7

The essential Calvin and Hobbes : a Calvin and Hobbes treasury (Removed: 1)

Author: Watterson, Bill.

ISBN: 0-8362-1805-1

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 10097	\$12.95	6/13/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		11/30/2022	Discard

Was Available -- Weeded -- Total Circulations: 143

The face in the mirror (Removed: 1)

Author: Tolan, Stephanie S.

ISBN: 0-688-15394-1

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC TOL	T 25371	\$18.65	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/13/2001	Discard

Was Available -- Weeded -- Total Circulations: 4

The giver (Removed: 1)

Author: Lowry, Lois.

ISBN: 0-395-64566-2

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
FIC LOW	T 25047	\$11.34	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	ESEA Chapter II	9/27/2022	Discard

Was Available -- Weeded -- Total Circulations: 19

The good, the bad, and the goofy (Removed: 2)

Author: Scieszka, Jon.

ISBN: 0-14-036170-7

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
FIC SCI	T 40426	\$9.64	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/27/2013	Discard

Was Available -- Weeded -- Total Circulations: 19

4/18/2024 - Copies Removed: 76

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202863	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/5/2019	Discard

Was Available -- Weeded -- Total Circulations: 15

Greek and Roman mythology A to Z : a young reader's companion (Removed: 1)

Author: Daly, Kathleen N. ISBN: 0-8160-2151-1 (alk. paper) Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
R 292.103 DAL	T 14926		4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/27/2022	Discard

Was Available -- Weeded -- Total Circulations: 3

Heaven (Removed: 1)

Author: Johnson, Angela, 1961- ISBN: 0-689-82229-4 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC JOH	T 25055	\$19.65	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/1/2006	Discard

Was Available -- Weeded -- Total Circulations: 6

Hey Kid, Want to Buy a Bridge? (Removed: 1)

Author: Scieszka, Jon ISBN: 0-14-250020-8 Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202866	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/18/2023	Discard

Was Available -- Weeded -- Total Circulations: 9

Holes (Removed: 1)

Author: Sachar, Louis, 1954- ISBN: 0-374-33265-7 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC SAC	T 25396	\$19.65	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/14/2023	Discard

Was Available -- Weeded -- Total Circulations: 76

The indispensable Calvin and Hobbes : a Calvin and Hobbes treasury (Removed: 1)

Author: Watterson, Bill. ISBN: 0-8362-1898-1 Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 42378	\$17.55	4/7/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	CA School Library Material	11/12/2021	Discard

Was Available -- Weeded -- Total Circulations: 110

4/18/2024 - Copies Removed: 76**It's a Magical World A Calvin and Hobbes Collection (Removed: 1)**

Author: Watterson, Bill

ISBN: 0-8362-2136-2

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 203157	\$16.00	9/20/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		2/16/2022	Discard

Was Available -- Weeded -- Total Circulations: 99

It's All Greek to Me Time Warp Trio (Removed: 1)

Author: Scieszka, Jon

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202869	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/30/2012	Discard

Was Available -- Weeded -- Total Circulations: 9

Jazmin's notebook (Removed: 1)

Author: Grimes, Nikki.

ISBN: 0-8037-2224-9 (trade)

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC GRI	T 25067	\$19.64	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The journal of Biddy Owens : the Negro leagues (Removed: 1)

Author: Myers, Walter Dean, 1937-

ISBN: 0-439-09503-4

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
FIC MYE	T 41537	\$15.10	10/10/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/21/2020	Discard

Was Available -- Weeded -- Total Circulations: 2

Just Ella (Removed: 1)

Author: Haddix, Margaret Peterson.

ISBN: 0-689-82186-7

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
FIC HAD	T 40463	\$20.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/17/2017	Discard

Was Available -- Weeded -- Total Circulations: 54

Knights of the kitchen table (Removed: 1)

Author: Scieszka, Jon.

ISBN: 0-670-83622-2

Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
FIC SCI	T 16318	\$10.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/7/2016	Discard

Was Available -- Weeded -- Total Circulations: 20

4/18/2024 - Copies Removed: 76**KNIGHTS OF THE KITCHEN TABLE Time Warp Trio (Removed: 1)**

Author: Scieszka, Jon

ISBN: 0-14-034603-1

Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202864	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/5/2019	Discard

Was Available -- Weeded -- Total Circulations: 15

The legend of Luke (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-399-23490-X

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 40986	\$12.64	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/13/2012	Discard

Was Available -- Weeded -- Total Circulations: 22

The long patrol (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-441-00599-3

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 25434	\$25.64	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/13/2017	Discard

Was Available -- Weeded -- Total Circulations: 29

Mariel of Redwall (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-441-00694-9

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50624	\$11.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	12/16/2008	Discard

Was Available -- Weeded -- Total Circulations: 3

Marlfox (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-441-00693-0

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50625	\$11.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	10/16/2018	Discard

Was Available -- Weeded -- Total Circulations: 11

Martin the Warrior (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-441-00186-6

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50626	\$11.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	4/20/2018	Discard

Was Available -- Weeded -- Total Circulations: 13

4/18/2024 - Copies Removed: 76

Mattimeo (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-441-00610-8

Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50633	\$11.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	12/1/2015	Discard

Was Available -- Weeded -- Total Circulations: 13

Me oh Maya! (Removed: 1)

Author: Scieszka, Jon.

ISBN: 0-670-03629-3 (hc.)

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
FIC SCI	T 42351	\$9.35	8/29/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	ESEA Chapter II	1/8/2009	Discard

Was Available -- Weeded -- Total Circulations: 3

The midwife's apprentice (Removed: 1)

Author: Cushman, Karen.

ISBN: 0-06-440630-X

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
FIC CUS	T 25090	\$10.30	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/16/2019	Discard

Was Available -- Weeded -- Total Circulations: 17

Mossflower (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-441-00576-4

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50656	\$11.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	3/8/2017	Discard

Was Available -- Weeded -- Total Circulations: 13

Nine man tree (Removed: 1)

Author: Peck, Robert Newton.

ISBN: 0-679-89257-5

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC PEC	T 25462	\$20.65	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation			Discard

Was Available -- Weeded -- Total Circulations: 0

The not-so-jolly Roger (Removed: 1)

Author: Scieszka, Jon.

ISBN: 0-670-83754-7

Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
FIC SCI	T 16326	\$10.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		2/9/2018	Discard

Was Available -- Weeded -- Total Circulations: 18

4/18/2024 - Copies Removed: 76**The NOT-SO-JOLLY ROGER Time Warp Trio (Removed: 1)**

Author: Scieszka, Jon

ISBN: 0-14-034684-8

Published: 1991

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202867	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/5/2019	Discard

Was Available -- Weeded -- Total Circulations: 12

Outcast of Redwall (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-14-240142-0

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50699	\$11.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	11/10/2014	Discard

Was Available -- Weeded -- Total Circulations: 14

Pearls of Lutra (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-441-00508-X

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 25480	\$11.34	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/15/2019	Discard

Was Available -- Weeded -- Total Circulations: 24

The pirate's son (Removed: 1)

Author: McCaughrean, Geraldine.

ISBN: 0-590-20344-4

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC MCC	T 25483	\$20.60	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/7/2015	Discard

Was Available -- Weeded -- Total Circulations: 6

Redwall (Removed: 1)

Author: Jacques, Brian

ISBN: 0-441-00548-9

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50743	\$11.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	3/3/2009	Discard

Was Available -- Weeded -- Total Circulations: 2

Salamandastron (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-441-00031-2

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50765	\$11.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	3/25/2010	Book Sales

Was Available -- Weeded -- Total Circulations: 5

4/18/2024 - Copies Removed: 76**Sam Samurai Time Warp Trio (Removed: 1)**

Author: Scieszka, Jon

ISBN: 0-14-230213-9

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202862	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/29/2011	Discard

Was Available -- Weeded -- Total Circulations: 5

Sarah Bishop (Removed: 1)

Author: O'Dell, Scott, 1898-1989.

ISBN: 0-590-33729-7

Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
FIC ODE	T 50768	\$10.26	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title Fund Chapter 1	2/24/2009	Discard

Was Available -- Weeded -- Total Circulations: 2

See you later, gladiator (Removed: 2)

Author: Scieszka, Jon.

ISBN: 0-14-230069-1

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
FIC SCI	T 41707	\$10.84	10/10/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/8/2015	Discard

Was Available -- Weeded -- Total Circulations: 12

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202870	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		3/30/2016	Discard

Was Available -- Weeded -- Total Circulations: 18

Sing down the moon (Removed: 1)

Author: O'Dell, Scott, 1898-1989.

ISBN: 0-440-40673-0

Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
PB ODE	T 201805	\$4.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/16/2009	Discard

Was Available -- Weeded -- Total Circulations: 12

Smithsonian visual timeline of inventions (Removed: 1)

Author: Platt, Richard.

ISBN: 1-56458-675-8

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
609 PLA	T 10337	\$16.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/9/2015	Discard

Was Available -- Weeded -- Total Circulations: 15

4/18/2024 - Copies Removed: 76**Something under the bed is drooling : a Calvin and Hobbes collection (Removed: 1)**

Author: Watterson, Bill.

ISBN: 0-8362-1825-6

Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 42382	\$14.34	4/7/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	CA School Library Material	10/29/2021	Discard

Was Available -- Weeded -- Total Circulations: 70

StateGrams Kids Edition (Removed: 1)

ISBN: 1-931694-14-1

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
REF 973CUL	T 10032	\$20.00	6/7/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Strays like us (Removed: 1)

Author: Peck, Richard, 1934-

ISBN: 0-8037-2291-5

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC PEC	T 25522	\$19.64	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		10/16/2019	Discard

Was Available -- Weeded -- Total Circulations: 4

Summer Reading is Killing Me! Time Warp Trio (Removed: 1)

Author: Scieszka, Jon

ISBN: 0-14-130820-6

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202868	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		12/12/2017	Discard

Was Available -- Weeded -- Total Circulations: 10

Taggerung (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-441-00968-9

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50805	\$11.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	2/28/2012	Discard

Was Available -- Weeded -- Total Circulations: 11

Triss (Removed: 1)

Author: Jacques, Brian.

ISBN: 0-441-01095-4

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
FIC JAC	T 50830	\$11.96	5/4/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	6/7/2011	Discard

Was Available -- Weeded -- Total Circulations: 6

4/18/2024 - Copies Removed: 76**Tut, Tut / Time Warp Trio (Removed: 2)**

Author: Scieszka, Jon.

ISBN: 0-14-036360-2

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
FIC SCI	T 40590	\$9.64	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		1/14/2016	Discard

Was Available -- Weeded -- Total Circulations: 14

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202860	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		8/25/2015	Discard

Was Available -- Weeded -- Total Circulations: 15

The upstairs room. (Removed: 1)

Author: Reiss, Johanna.

ISBN: 0-690-85127-8

Published: 1972

Call Number	Barcode	Price	Acquired	Removed By
PB R	T 204027	\$7.00	5/14/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	5/6/2016	Discard

Was Available -- Weeded -- Total Circulations: 2

The vanishing wetlands (Removed: 1)

Author: Duffy, Trent.

ISBN: 0-531-13034-7 (lib. bdg.)

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
574.5 DUF	T 12307	\$19.70	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		6/8/1999	Discard

Was Available -- Weeded -- Total Circulations: 1

Viking it and liking it (Removed: 1)

Author: Scieszka, Jon.

ISBN: 0-14-240002-5

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
FIC SCI	T 42168	\$9.35	6/1/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	ESEA Chapter II	9/5/2017	Discard

Was Available -- Weeded -- Total Circulations: 5

We shall overcome : heroes of the civil rights movement (Removed: 1)

Author: Powledge, Fred.

ISBN: 0-684-19362-0

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
323.1 POW	T 11497	\$16.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		9/20/2007	Discard

Was Available -- Weeded -- Total Circulations: 4

4/18/2024 - Copies Removed: 76

A wrinkle in time (Removed: 1)

Author: L'Engle, Madeleine.

ISBN: 0-440-49805-8

Published: 1973

Call Number	Barcode	Price	Acquired	Removed By
PB L	T 203348	\$7.50	5/26/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation	Title 1, A.R.	4/11/2018	Discard

Was Available -- Weeded -- Total Circulations: 7

Your mother was a Neanderthal (Removed: 1)

Author: Scieszka, Jon.

ISBN: 0-670-84481-0 (lib. bdg.)

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
FIC SCI	T 16330	\$11.99	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		11/28/2017	Discard

Was Available -- Weeded -- Total Circulations: 29

Your Mother Was a Neanderthal Time Warp Trio (Removed: 1)

Author: Scieszka, Jon

ISBN: 0-14-036372-6

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
PB S	T 202858	\$6.00	1/6/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Infrequent Circulation		4/15/2016	Discard

Was Available -- Weeded -- Total Circulations: 5

Yukon Ho! (Removed: 1)

Author: Watterson, Bill

ISBN: 0-8362-1835-3

Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
741.5 WAT	T 203272	\$12.00	4/29/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	Library Administration	3/3/2022	Discard

Was Available -- Weeded -- Total Circulations: 53

2/5/2024 - Copies Removed: 1

Teacher's Guide - Programs 1-150 (Removed: 1)

Author: Reading Rainbow

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
REF	T 203512	\$10.00	10/24/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Title 1, A.R.		Discard

Was Available -- Weeded -- Total Circulations: 0

2/2/2024 - Copies Removed: 101

Alejandro's gift (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1995

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
VID 553.7 ALE	T 44035	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	3/29/2012	Discard

Was Available -- Weeded -- Total Circulations: 2

Alistair in outer space (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
VID 027.57 ALI	T 44025	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	1/31/2008	Discard

Was Available -- Weeded -- Total Circulations: 2

All About the Water Cycle (Removed: 1)

ISBN: 1-57225-364-9

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
VID 551.48	T 204320	\$15.00	3/10/2009	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Donation	9/18/2013	Discard

Was Available -- Weeded -- Total Circulations: 2

Amphibian (Removed: 1)

Author: director, Perry Miller ; graphics
director, Alisa Robbins ; writer, David
Hanson ; series producer, Bill Butt ;
executive producers, Simon Jollands an

ISBN: 1-56458-913-7

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
VID 597.8 AMP	T 40637	\$0.00	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		3/24/2017	Discard

Was Available -- Weeded -- Total Circulations: 9

Ancient China (Removed: 1)

Author: produced and directed by JWM
Productions.

ISBN: 1-57225-137-9

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
VID 931 ANC	T 19173	\$29.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Ancient Egypt (Removed: 1)

Author: JWM Productions ; produced &
directed by Ann Carroll.

ISBN: 1-57225-138-7

Published: 1998

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
VID 932 ANC	T 19174	\$29.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated		3/26/2019	Discard

Was Available -- Weeded -- Total Circulations: 4

Ancient Greece (Removed: 1)

Author: JWM Production s ; produced & directed by Ann Carroll. ISBN: 1-57225-139-5 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
VID 938 ANC	T 19176	\$29.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Ancient Inca (Removed: 1)

Author: produced and directed by JWM Productions. ISBN: 1-57225-140-9 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
VID 985.019 ANC	T 19180	\$29.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Ancient Mesopotamia (Removed: 1)

Author: JWM Productions ; produced & directed by Ann Carroll. ISBN: 1-57225-142-5 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
VID 935 ANC	T 19175	\$29.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated		11/14/2018	Discard

Was Available -- Weeded -- Total Circulations: 6

Barn dance! (Removed: 1)

Author: GPN/Nebraska ETV Network and WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd. Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
VID 781.64 BAR	T 44020		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	5/16/2005	Discard

Was Available -- Weeded -- Total Circulations: 1

Beatrice's goat (Removed: 1)

Author: produced and directed by Daniel Welsh. ISBN: 0-8045-8038-3 Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
DVD FIC BEA	T 10497	\$49.96	5/14/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		8/10/2016	Discard

2/2/2024 - Copies Removed: 101

Was Available -- Weeded -- Total Circulations: 4

Beegu (Removed: 1)

Author: Onscreen Entertainment ; a production of GPN and WNED-TV, Buffalo.

Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
VID 629.4 BEE	T 44044	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	2/29/2012	Discard

Was Available -- Weeded -- Total Circulations: 1

The Bicycle man (Removed: 1)

Author: GPN/Nebraska ETV Network and WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd.

Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
VID 692.2 BIC	T 44048	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	1/11/2012	Discard

Was Available -- Weeded -- Total Circulations: 3

Borreguita and the coyote (Removed: 1)

Author: GPN/Nebraska ETV Network and WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd.

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
VID 305.86 BOR	T 44030	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material		Discard

Was Available -- Weeded -- Total Circulations: 0

Bread is for eating (Removed: 1)

Author: GPN/Nebraska ETV Network and WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd.

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
VID 641.8 BRE	T 44016		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	3/30/2022	Discard

Was Available -- Weeded -- Total Circulations: 3

Bringing the rain to Kapiti Plain (Removed: 1)

Author: GPN/Nebraska ETV Network and WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd.

Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
VID 551.57 BRI	T 44008		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	1/25/2008	Discard

Was Available -- Weeded -- Total Circulations: 5

2/2/2024 - Copies Removed: 101**Bugs (Removed: 1)**

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1988

Call Number	Barcode	Price	Acquired	Removed By
VID 595.7 BUG	T 44040	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	1/29/2015	Discard

Was Available -- Weeded -- Total Circulations: 8

Butterfly & moth (Removed: 1)

Author: director, Derek Hall ; producer,
Richard Thomson ; writer, Brian Meehl ;
series producer, Bridget Sneyd ; executive
producers, Simon Jollands and Eve

ISBN: 0-7894-0716-7

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
VID 595.78 BUT	T 40640	\$12.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		5/10/2019	Discard

Was Available -- Weeded -- Total Circulations: 11

The Carousel (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
VID 306.4 CAR	T 44031	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	2/2/2012	Discard

Was Available -- Weeded -- Total Circulations: 1

Chickens aren't the only ones (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
VID 591.16 CHI	T 44039	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	3/9/2022	Discard

Was Available -- Weeded -- Total Circulations: 3

Coniferous forests (Removed: 1)

Author: Schlessinger Media ; JWM
Productions ; executive producers, Andrew
Schlessinger, Tracy Mitchell ;
producer/director, Jeffrey Hinmon ; writer,
Lisa Fei

ISBN: 1-57225-792-X

Published: 2003

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
DVD 577.3 CON	T 19158	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Poor Condition/Damage	CSLMP06	11/20/2013	Discard

Was Available -- Weeded -- Total Circulations: 1

Cute ! Sound of Long C (Removed: 1)

Author: Boy Noyed.

ISBN: 978-1-63407-021-8

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
VID 949.58 ANC	T 19177	\$29.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated		1/10/2014	Discard

Was Available -- Weeded -- Total Circulations: 1

The day Jimmy's boa ate the wash (Removed: 1)

Author: produced by Cecily Truett ;
produced & directed by Larry Lancit ;
written by Mark Saltzman ; produced by
Lancit Media Productions, Ltd. ; a
production

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
DVD FIC DAY	T 10499	\$29.95	5/14/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		12/7/2018	Discard

Was Available -- Weeded -- Total Circulations: 6

Deciduous forests (Removed: 1)

Author: Schlessinger Media ; JWM
Productions ; executive producers, Andrew
Schlessinger, Tracy Mitchell ;
producer/director, Jeffrey Hinmon ; writer,
Lisa Fe

ISBN: 1-57225-793-8

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
DVD 577.3 DEC	T 19159	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Poor Condition/Damage	CSLMP 06	12/2/2013	Discard

Was Available -- Weeded -- Total Circulations: 2

Desert giant the world of the saguaro cactus (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
VID 635.9 DES	T 44045	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	3/13/2009	Discard

Was Available -- Weeded -- Total Circulations: 3

2/2/2024 - Copies Removed: 101**Deserts (Removed: 1)**

Author: Schlessinger Media ; JWM ISBN: 1-57225-794-6 Published: 2003
 Productions ; executive producers, Andrew Schlessinger, Tracy Mitchell ;
 producer/director, Jeffrey Hinmon ; writer, Lisa Fei

Call Number	Barcode	Price	Acquired	Removed By
DVD 577.54 DES	T 19162	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Poor Condition/Damage	CSLMP 06	5/11/2015	Discard

Was Available -- Weeded -- Total Circulations: 3

Digging up dinosaurs (Removed: 1)

Author: GPN/Nebraska ETV Network and Published: 1983
 WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd.

Call Number	Barcode	Price	Acquired	Removed By
VID 567.9 DIG	T 44009		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	3/14/2016	Discard

Was Available -- Weeded -- Total Circulations: 9

Dinosaurs those big boneheads (Removed: 1)

Author: Rabbit Ears Productions in ISBN: 1-55890-955-9 Published: 1990
 association with KCTS/Seattle ; directed by Erren Gottlieb, James McKenna ; written by
 Melissa Gould...[et al.]

Call Number	Barcode	Price	Acquired	Removed By
VID 567.9 DIN	T 45004	\$19.95	3/5/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI ELEMENTARY LIBRARY	Outdated		4/8/2014	Discard

Was Available -- Weeded -- Total Circulations: 16

Dive to the coral reefs (Removed: 1)

Author: GPN/Nebraska ETV Network and Published: 1989
 WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd.

Call Number	Barcode	Price	Acquired	Removed By
VID 593.6 DIV	T 44014		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	4/6/2018	Discard

Was Available -- Weeded -- Total Circulations: 7

Earth Science (Removed: 1)

ISBN: 978-1-934312-88-9 Published: 2013

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
DVD 520 EAR	T 205138	\$22.00	10/2/2013	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	Donation	11/7/2018	Discard

Was Available -- Weeded -- Total Circulations: 4

Earth's atmosphere (Removed: 1)

Author: produced and directed by JWM Productions, LLC. ISBN: 1-57225-238-3 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
VID 551.5 EAR	T 19169	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Infrequent Circulation		9/20/2017	Discard

Was Available -- Weeded -- Total Circulations: 1

Egypt quest for immortality (Removed: 1)

Author: executive producer, Joel Westbrook ; series producer, Jason Williams ; coordinating producer, William Morgan ; producer, David Dugan. ISBN: 0-7835-8269-2 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
VID 932 EGY	T 19166		8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated		3/26/2019	Discard

Was Available -- Weeded -- Total Circulations: 7

Feelings (Removed: 1)

Author: GPN/Nebraska ETV Network and WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd. Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
VID 152.4 FEE	T 44026	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	9/10/2013	Discard

Was Available -- Weeded -- Total Circulations: 5

Flight (Removed: 1)

Author: a BBC Scienceworld production for BBC Worldwide Americas and D K Vision in association with Oregon Public Broadcasting ; director, Caius Julyan ; exec ISBN: 0-7894-2140-2 Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
VID 629.132 FLI	T 25614	\$12.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		12/7/2010	Discard

Was Available -- Weeded -- Total Circulations: 4

Fly away home (Removed: 1)

Author: GPN/Nebraska ETV Network and WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd. Published: 1995

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
VID 362.5 FLY	T 44003		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	11/9/2011	Discard

Was Available -- Weeded -- Total Circulations: 4

Follow the drinking gourd (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
VID 305.56 FOL	T 44002		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	12/17/2012	Discard

Was Available -- Weeded -- Total Circulations: 5

Freshwater ecosystems (Removed: 1)

Author: Schlessinger Media ; JWM
Productions ; executive producers, Andrew
Schlessinger, Tracy Mitchell ;
producer/director, Jeffrey Hinmon ; writer,
Lisa Fei

ISBN: 1-57225-795-4

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
DVD 577.6 FRE	T 19164	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Poor Condition/Damage	CSLMP 06	5/11/2015	Discard

Was Available -- Weeded -- Total Circulations: 3

Galimoto (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
VID 691 GAL	T 44047	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material		Discard

Was Available -- Weeded -- Total Circulations: 0

Germs make me sick! (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
VID 576 GER	T 44010		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	1/18/2012	Discard

Was Available -- Weeded -- Total Circulations: 5

2/2/2024 - Copies Removed: 101**Giving thanks a Native American good morning message (Removed: 1)**

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
VID 363.7 GIV	T 44004		4/27/2005	lpantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	11/9/2011	Discard

Was Available -- Weeded -- Total Circulations: 2

Grammar rock (Removed: 1)

Author: Scholastic Rock, Inc. in association with American Broadcasting Companies, Inc. ; producers, George Newall, Radford Stone.

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
VID 372.61 GRA	T 45012	\$19.95	3/5/2004	lpantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI ELEMENTARY LIBRARY	Outdated		1/19/2018	Discard

Was Available -- Weeded -- Total Circulations: 10

Grasslands (Removed: 1)

Author: Schlessinger Media ; JWM Productions ; executive producers, Andrew Schlessinger, Tracy Mitchell ; producer/director, Jeffrey Hinmon ; writer, Lisa Fei

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
DVD 577.4 GRA	T 19161	\$39.95	8/11/2011	lpantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Poor Condition/Damage	CSLMP06	5/11/2015	Discard

Was Available -- Weeded -- Total Circulations: 4

Hill of fire (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
VID 551.2 HIL	T 44034	\$38.74	5/11/2006	lpantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	2/22/2008	Discard

Was Available -- Weeded -- Total Circulations: 5

Hot Pot The Sound of Short O (Removed: 1)

Author: Cynthia Amoroso

ISBN: 978-1-63407-023-2

Published: 1998

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
VID 972.81 ANC	T 19179	\$34.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

How much is a million? (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
VID 513.2 HOW	T 44006		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	3/7/2012	Discard

Was Available -- Weeded -- Total Circulations: 4

The human body the inside scoop! (Removed: 1)

Author: Rabbit Ears Productions in
association with KCTS/Seattle ; directed by
Erren Gottlieb and James McKenna ;
written by Melissa Gould...[et al.]

ISBN: 0-7888-2189-X

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
VID 612 HUM	T 45005	\$19.95	3/5/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI ELEMENTARY LIBRARY	Outdated		11/13/2014	Discard

Was Available -- Weeded -- Total Circulations: 12

Human machine (Removed: 1)

Author: Medicine

ISBN: 0-7894-2141-0

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
VID 612 HUM	T 40641	\$12.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		1/26/2015	Discard

Was Available -- Weeded -- Total Circulations: 10

Humphrey the lost whale a true story (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
VID 599.5 HUM	T 44041	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	5/20/2015	Discard

Was Available -- Weeded -- Total Circulations: 17

Jack, the seal and the sea (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1989

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
VID 363.73 JAC	T 44033	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	1/24/2008	Discard

Was Available -- Weeded -- Total Circulations: 1

Keep the lights burning, Abbie (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
VID 629.04 KEE	T 44015		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	1/23/2008	Discard

Was Available -- Weeded -- Total Circulations: 2

Lemonade for sale (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
VID 650 LEM	T 44017		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	1/25/2012	Discard

Was Available -- Weeded -- Total Circulations: 3

Liang and the magic paintbrush (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
VID 709.51 LIA	T 44018		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	1/30/2012	Discard

Was Available -- Weeded -- Total Circulations: 4

Life (Removed: 1)

Author: director, Brian Cummins ; executive
producers, Simon Jollands and Eve
Krzyzanowski.

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
VID 570.1 LIF	T 40642	\$12.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		1/18/2012	Discard

Was Available -- Weeded -- Total Circulations: 3

Life Science (Removed: 1)

ISBN: 978-1-934312-88-9

Published: 2013

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
DVD 574 LIF	T 205137	\$22.00	10/2/2013	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	Donation	4/24/2015	Discard

Was Available -- Weeded -- Total Circulations: 4

The Lotus seed (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
VID 304.82 LOT	T 44001		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	4/2/2009	Discard

Was Available -- Weeded -- Total Circulations: 1

Marine ecosystems (Removed: 1)

Author: Schlessinger Media ; JWM
Productions ; executive producers, Andrew
Schlessinger, Tracy Mitchell ;
producer/director, Jeffrey Hinmon ; writer,
Lisa Fei

ISBN: 1-57225-797-0

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
DVD 577.7 MAR	T 19165	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Poor Condition/Damage	CSLMP06	5/11/2015	Discard

Was Available -- Weeded -- Total Circulations: 3

Math cure (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
VID 510.1 MAT	T 44005		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	9/11/2014	Discard

Was Available -- Weeded -- Total Circulations: 1

The Midwest (Removed: 1)

Author: JWM Productions.

ISBN: 1-57225-831-4

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
VID 917.7 MID	T 50156	\$29.95	8/25/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		5/21/2013	Discard

Was Available -- Weeded -- Total Circulations: 5

The Milk makers (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1986

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
VID 637 MIL	T 44046	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	3/14/2012	Discard

Was Available -- Weeded -- Total Circulations: 3

Money rock (Removed: 1)

Author: Scholastic Rock, Inc. in association with American Broadcasting Companies, Inc. ; producers, George Newall, Radford Stone. ISBN: 1-56949-412-6 Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
VID 332.4 MON	T 45011	\$19.95	3/5/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI ELEMENTARY LIBRARY	Outdated		9/9/2015	Discard

Was Available -- Weeded -- Total Circulations: 11

Mountain (Removed: 1)

Author: director/writer, Mike Tomilson ; graphics director, Morgan Almeida ; executive producers, Simon Jollands and Eve Krzyzanowski ; series producer, Marti ISBN: 0-7894-2146-1 Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
VID 551.4 MOU	T 40643	\$12.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		11/5/2015	Discard

Was Available -- Weeded -- Total Circulations: 5

Mr. George Baker (Removed: 1)

Author: RCN Entertainment ; Onscreen Entertainment ; a production of GPN and WNED-TV, Buffalo. Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
VID 302.2 MR	T 44023		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	3/17/2006	Discard

Was Available -- Weeded -- Total Circulations: 1

My America a poetry atlas of the United States (Removed: 1)

Author: produced by Lancit Media Entertainment. Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
VID 917.3 MY	T 44021		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	9/20/2018	Discard

Was Available -- Weeded -- Total Circulations: 6

2/2/2024 - Copies Removed: 101**My life with the wave (Removed: 1)**

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1998

Call Number	Barcode	Price	Acquired	Removed By
VID 577.7 MY	T 44011		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	6/2/2006	Discard

Was Available -- Weeded -- Total Circulations: 2

My shadow (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
VID 535 MY	T 44007		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	10/16/2007	Discard

Was Available -- Weeded -- Total Circulations: 2

Natural disasters (Removed: 1)

Author: A BBC Scienceworld Production for
BBC Worldwide Americas and Dorling
Kindersley Vision in association with
Oregon Public Broadcasting ; series
produce

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
VID 363.34 NAT	T 40644	\$12.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		3/1/2018	Discard

Was Available -- Weeded -- Total Circulations: 12

The Northeast (Removed: 1)

Author: JWM Productions.

ISBN: 1-57225-832-2

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
VID 917.4 NOR	T 50165	\$29.95	8/25/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		5/21/2013	Discard

Was Available -- Weeded -- Total Circulations: 6

Our big home an earth poem (Removed: 1)

Author: produced by RCN Entertainment
for GPN/WNED-TV, Buffalo.

Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
VID 302 OUR	T 44029	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	5/9/2008	Discard

Was Available -- Weeded -- Total Circulations: 5

2/2/2024 - Copies Removed: 101**Outer space way out there! (Removed: 1)**

Author: Rabbit Ears Productions in association with KCTS/Seattle ; directed by Erren Gottlieb, James McKenna ; writers, Melissa Gould...[et al.]

ISBN: 1-55890-954-0

Published: 1990

Call Number	Barcode	Price	Acquired	Removed By
VID 523.1 OUT	T 45006	\$19.95	3/5/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI ELEMENTARY LIBRARY	Outdated		2/14/2020	Discard

Was Available -- Weeded -- Total Circulations: 23

Ox-cart man (Removed: 1)

Author: GPN/Nebraska ETV Network and WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd.

Published: 1984

Call Number	Barcode	Price	Acquired	Removed By
VID 973.4 OX	T 44049	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	3/6/2008	Discard

Was Available -- Weeded -- Total Circulations: 4

Physical Science (Removed: 1)

ISBN: 978-1-934312-88-9

Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
DVD 500 PHY	T 205136	\$22.00	10/2/2013	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	Donation	9/11/2014	Discard

Was Available -- Weeded -- Total Circulations: 1

Planets (Removed: 1)

Author: director, Alex Hearle ; producer, Richard Thomson ; writer, Davud Stafford ; series producer, Martin Mortimore ; executive producers, Simon Jollands a

ISBN: 0-7894-2148-8

Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
VID 523.4 PLA	T 40645	\$12.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		1/15/2019	Discard

Was Available -- Weeded -- Total Circulations: 27

Powerful forces (Removed: 1)

Author: Rabbit Ears Productions in association with KCTS/Seattle ; produced by Scott Schaefer, Adam Gross, Seth Gross ; directed by Erren Gottlieb, James McKe

ISBN: 0-7888-0165-1

Published: 1995

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
VID 531 POW	T 45007	\$19.95	3/5/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI ELEMENTARY LIBRARY	Outdated		9/18/2018	Discard

Was Available -- Weeded -- Total Circulations: 10

Raccoons and ripe corn (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1989

Call Number	Barcode	Price	Acquired	Removed By
VID 591.07 RAC	T 44038	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	11/21/2014	Discard

Was Available -- Weeded -- Total Circulations: 6

Rainforest biomes (Removed: 1)

Author: Schlessinger Media ; JWM
Productions ; executive producers, Andrew
Schlessinger, Tracy Mitchell ;
producer/director, Jeffrey Hinmon ; writer,
Lisa Fei

ISBN: 1-57225-798-9

Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
DVD 577.34 RAI	T 19160	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Poor Condition/Damage	CSLMP06	5/11/2015	Discard

Was Available -- Weeded -- Total Circulations: 3

Reptile (Removed: 1)

Author: producer, Ben Southwell ; graphics
director, Alisa Robbins ; writers, David
Helton and Ben Southwell ; series
producer, Bill Butt ; executive producer

ISBN: 1-56458-918-8

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
VID 597.9 REP	T 40636	\$12.95	4/26/2002	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		3/24/2017	Discard

Was Available -- Weeded -- Total Circulations: 15

Reptiles and insects (Removed: 1)

Author: Rabbit Ears Productions in
association with KCTS/Seattle ; produced
by Scott Schaefer, Adam Gross, Seth
Gross ; directed by Erren Gottlieb, James
McKe

ISBN: 0-7888-0164-3

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
VID 597.9 REP	T 45008	\$19.95	3/5/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI	Outdated		3/24/2017	Discard

2/2/2024 - Copies Removed: 101ELEMENTARY
LIBRARY

Was Available -- Weeded -- Total Circulations: 8

Rocks (Removed: 1)Author: Produced by Schlessinger Media ; ISBN: 1-57225-350-9
Burrud Productions ; executive producers,
Andrew Schlessinger, Tracy Mitchell &
John Burrud.

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
VID 552 ROC	T 19170	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated		11/5/2015	Discard

Was Available -- Weeded -- Total Circulations: 2

Ruth Law thrills a nation (Removed: 1)Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
VID 629.13 RUT	T 44043	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	12/5/2007	Discard

Was Available -- Weeded -- Total Circulations: 2

The Salamander Room (Removed: 1)Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
VID 574.5 SAL	T 44036	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	12/6/2011	Discard

Was Available -- Weeded -- Total Circulations: 2

Sam the sea cow (Removed: 1)Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
VID 599.55 SAM	T 44042	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	5/13/2013	Discard

Was Available -- Weeded -- Total Circulations: 3

Science as inquiry in action (Removed: 1)Author: Produced by Schlessinger Media ; ISBN: 1-57225-338-X
Cornerstone Pictures, Inc. ; executive
producers, Andrew Schlessinger, Tracy
Mitchell & Gloria Lewis ; director, Don

Published: 2000

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
VID 507.2 SCI	T 19167	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Seashore surprises (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
VID 574.5 SEA	T 44037	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	1/4/2012	Discard

Was Available -- Weeded -- Total Circulations: 3

The Shaman's apprentice a tale of the Amazon Rain Forest (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
VID 581.7 SHA	T 44012		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	4/28/2010	Discard

Was Available -- Weeded -- Total Circulations: 5

Shooting stars There's a fly in my soup ; Pandora's box (Removed: 1)

Author: a coproduction of WGBH Boston
and Sirius Thinking, Ltd. ; WGBH
Educational Foundation.

ISBN: 1-59375-355-1

Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
DVD FIC SHO	T 10503	\$12.95	5/14/2007	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage		9/28/2011	Discard

Was Available -- Weeded -- Total Circulations: 2

Silent lotus (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
VID 302.2 SIL	T 44000		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)		Discard

Was Available -- Weeded -- Total Circulations: 0

Smiles The Sound of Long I (Removed: 1)

Published: 1998

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
VID 960 ANC	T 19178	\$29.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

The Southeast (Removed: 1)

Author: JWM Productions. ISBN: 1-57225-833-0 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
VID 917.6 SOU	T 50187	\$29.95	8/25/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		5/21/2013	Discard

Was Available -- Weeded -- Total Circulations: 6

The Southwest (Removed: 1)

Author: JWM Productions. ISBN: 1-57225-834-9 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
VID 917.9 SOU	T 50188	\$29.95	8/25/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		5/21/2013	Discard

Was Available -- Weeded -- Total Circulations: 4

Space exploration (Removed: 1)

Author: Schlessinger Media ; JWM Productions ; produced and directed by Jeffrey Hinmon ; written by Lauren Abbey. ISBN: 1-57225-241-3 Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
VID 629.4 SPA	T 45065	\$34.95	3/5/2004	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SPINELLI ELEMENTARY LIBRARY	Outdated		2/22/2008	Discard

Was Available -- Weeded -- Total Circulations: 4

State capitals (Removed: 1)

Author: JWM Productions. ISBN: 1-57225-836-5 Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
VID 917.3 STA	T 50192	\$29.95	8/25/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated			Discard

Was Available -- Weeded -- Total Circulations: 0

Stellaluna (Removed: 1)

Author: GPN/Nebraska ETV Network and WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd. Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
VID 591 STE	T 44013		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	10/16/2013	Discard

2/2/2024 - Copies Removed: 101

Was Available -- Weeded -- Total Circulations: 8

Tundra (Removed: 1)

Author: Schlessinger Media ; JWM ISBN: 1-57225-799-7 Published: 2003
 Productions ; executive producers, Andrew Schlessinger, Tracy Mitchell ; producer/director, Jeffrey Hinmon ; writer, Lisa Fei

Call Number	Barcode	Price	Acquired	Removed By
DVD 577.586 TUN	T 19163	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Poor Condition/Damage	CSLMP06	10/16/2014	Discard

Was Available -- Weeded -- Total Circulations: 2

Uncle Jed's barber shop (Removed: 1)

Author: GPN/Nebraska ETV Network and WNED-TV, Buffalo ; produced by Lancit Media Productions, Ltd. Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
VID 153.8 UNC	T 44027	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	5/13/2013	Discard

Was Available -- Weeded -- Total Circulations: 6

Unique Monique (Removed: 1)

Author: RCN Entertainment ; Onscreen Entertainment ; a production of GPN and WNED-TV, Buffalo. Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
VID 302.5 UNI	T 44028	\$38.74	5/11/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	CA School Library Material	2/2/2012	Discard

Was Available -- Weeded -- Total Circulations: 3

Visiting day (Removed: 1)

Author: Onscreen Entertainment ; a production of GPN and WNED-TV ; RCN Entertainment. Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
VID 365.7 VIS	T 44024		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)		Discard

Was Available -- Weeded -- Total Circulations: 0

Volcanoes (Removed: 1)

Author: Produced by Schlessinger Media ; Burrud Productions ; executive producers, Andrew Schlessinger, Tracy Mitchell & John Burrud. ISBN: 1-57225-353-3 Published: 2000

2/2/2024 - Copies Removed: 101

Call Number	Barcode	Price	Acquired	Removed By
VID 551.21 VOL	T 19168	\$39.95	8/11/2011	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
SP	Outdated		11/7/2018	Discard

Was Available -- Weeded -- Total Circulations: 6

The Wall (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
VID 725.94 WAL	T 44019		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	10/1/2018	Discard

Was Available -- Weeded -- Total Circulations: 2

Watch the stars come out (Removed: 1)

Author: GPN/Nebraska ETV Network and
WNED-TV, Buffalo ; produced by Lancit
Media Productions, Ltd.

Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
VID 974.71 WAT	T 44022		4/27/2005	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated	Library Admin (PTSA)	1/25/2012	Discard

Was Available -- Weeded -- Total Circulations: 6

The West (Removed: 1)

Author: JWM Productions.

ISBN: 1-57225-835-7

Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
VID 917.8 WES	T 50213	\$29.95	8/25/2006	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Outdated		5/21/2013	Discard

Was Available -- Weeded -- Total Circulations: 7

Weston Woods Studios presents 50th Anniversary DVD Collection (Removed: 1)

ISBN: 1-55592-729-7

Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
DVD FIC WES	T 204325	\$26.00	3/10/2009	Ipantoja
Sublocation	Reason	Funding Source	Last Circ.	Disposal Method
	Poor Condition/Damage	Donation-Book Fair Profit	2/21/2020	Discard

Was Available -- Weeded -- Total Circulations: 5

Deleted: 0, Transferred: 0, Weeded: 502

Agenda Item: XIII-15



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
LC

SUBJECT: WestEd 2024-25 Proposed Scope of Work

☒ **Action Item**

☐ **Information Item**

Attached Pages 5

BACKGROUND:

With board direction and approval, the district partnered with WestEd to develop an Equity Design Team to lead this work and establish a multi-year plan to provide professional learning opportunities for our entire staff around diversity, equity, and inclusion. Attached is the proposed scope of work for the coming school year.

All costs associated with this effort will be funded with Federal professional development funds (Title II).

Staff recommends that the board approve the attached scope of work as we continue to partner with WestEd for this next phase of our work.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the WestEd 2024-25 Proposed Scope of Work.

Agenda Item: XIII-15



**Center Joint Unified School District
Scope of Work DRAFT
April 18, 2024 (EB 4.24.24)**

Prepared for Scott Loehr, Center Joint Unified School District

WestEd Contacts: Rawlin Rosario (rrosari@wested.org); Erica Boas (eboas@wested.org)

Introduction:

WestEd will support district and school-based staff in Center Joint Unified School District (CJUSD) by providing professional development and site-based coaching services to increase their capacity to implement their equity commitment throughout the district. This collaboration with district and school leadership teams will focus on establishing a district-level, systems approach to implementing Culturally Responsive and Sustaining Education (CRSE) through an equity-driven continuous improvement cycle.

Contract Period:

May 15, 2024 - May 15, 2025 (12 months)

Objectives:

The WestEd team will

- Co-develop short- and long-term strategic work plan grounded in an equity-centered continuous improvement approach to steward culturally responsive and sustaining education (CRSE) capacity building across the district, including teachers and school staff.
- Facilitate continuous improvement cycles with the Equity Design Team following from the EDT commitment: *represent, affirm, and support students to explore their personal, cultural, and racial and academic identities and dispel stereotypes.*
- Facilitate comprehensive anti-bias training across the district for identified staff members from 2024-25 selected schools.
- Build the individual and collective capacity of EDT team members to review quantitative, and qualitative data as they complete a school/site-based self-assessment. Findings from the self-assessment inform an equity action plan, which will guide the work of their team and school to identify and address inequities.
- Provide strategic coaching support for site-based equity teams to implement action plans.
- Develop the EDT's capacity and skills necessary to conduct effective instructional rounds using the Culturally Responsive School Building Walkthrough tool, tailored to align with CJUSD's unique educational context.

Desired outcomes:

By the end of SY 2024-25

- Participating teachers will report a deeper understanding of CRSE and its application to equitable practices in their classrooms.
- Participating school and district leaders will report a deeper understanding of how to identify problematic policies that have unintended consequences for a particular student group(s). Based on this learning, the district will be able to revise policy to better support safety and well-being for students and families and enact equitable practices to advance the revised policies.
- The district will have collectively developed a robust equity vision.
- Site-based equity teams implement action plan within their schools.
- Students will report increased levels of belonging and connectedness in classrooms where educators have worked to deepen awareness of equity mindsets and CRSE practices.

Proposed Activities and Timeline:

Travel: In person professional development and school visits

- June
- August (Bias Training Pt. 1)
- September
- November
- January (Bias Training Pt. 2)
- February

Potential Objectives for EDT Sessions:

- Review key concepts related to equity, culturally responsive and sustaining education, culture, identity, race, and bias-based beliefs to consider key actions to incorporate equitable and culturally responsive practices throughout our educational systems.
- Build foundational understanding of culturally responsive and equitable use of data and review relevant district and school data.
- Articulate a shared practical equity vision for the district.
- Examine key student outcome and experience data (e.g., academic and behavioral workbooks, student empathy interviews, climate survey) to identify disparities and inequities in student outcomes and experiences.
- Complete a Culturally Responsive Self-Assessment to identify beliefs, practices, policies, and conditions that hinder student belonging and inhibit the academic success and social well-being of diverse students.
- Begin drafting action steps site-based teams can take to address beliefs, policies, and practices driving inequitable outcomes and experiences.
- Develop a comprehensive understanding of the Culturally Responsive School Building Walkthrough tool to ensure independent future use.
- Formulate a specific problem of practice for school visits and site-based equity action plans.
- Determine the key domains to focus on during the school walkthroughs.

Activity	Description/Objectives	Timeline
CJUSD Planning Team Kickoff Meeting <i>Virtual (Zoom)</i> 2-hrs	<ul style="list-style-type: none"> Meeting to develop a shared understanding of equity-centered continuous improvement efforts, design a CI plan centered around the selected EDT commitment and support communication efforts. Identify new EDT members. Create learning agendas for EDT. Create plan for school visits. 	May 2024
EDT Session #1 In-person 5-hrs	<ul style="list-style-type: none"> Kickoff professional learning session for EDT. Discuss site based coaching plan options. 	June 2024
CJUSD Planning Team <i>Virtual (Zoom)</i> 2-hrs	<ul style="list-style-type: none"> Debrief June PD. Check-in to prepare for district-wide bias training and school visits. 	June-July 2024
District-wide Anti-Bias Training <i>Two-day, 4-hour sessions</i>	<ul style="list-style-type: none"> Facilitate Part 1 district-wide bias training for all certified staff and staff that haven't been trained yet. 	August 5-6 2024
EDT Session #2 In-person 5-hrs School Visit #1	<ul style="list-style-type: none"> Full-day professional learning session for EDT on WestEd's walkthrough tool and creating bias-aware and culturally responsive school environments, with a focus on school/district specific equity goals and priorities. Conduct school visits at 2 sites and debrief session with school leadership teams/and site-based teams. 	September 2024
CJUSD Planning Team <i>Virtual (Zoom)</i> Ongoing Support and Site-based Coaching	<ul style="list-style-type: none"> Debrief PD Plan for next session and school visits Site-based virtual coaching sessions to support site-based teams working 	October 2024

Virtual (Zoom)	<p>through ongoing problems of practice related to equity and cultural responsiveness.</p> <ul style="list-style-type: none"> • Support identifying areas of focus based on CRSE Self-Assessment • Support in creating action plan and progress monitoring. 	
EDT Session #3 In-person 5-hrs Site-based Coaching School visit #2	<ul style="list-style-type: none"> • Full-day professional learning session for EDT on objectives listed above. • Conduct school visits and debrief session with school leadership teams/and site-based teams. 	November 2024
CJUSD Planning Team Check-in Virtual (Zoom)	<ul style="list-style-type: none"> • Debrief PD • Check-in to prepare for district-wide bias training and school visits. 	December 2024
District-wide Anti Bias Training <i>Two-day, 4-hour sessions</i> Site-based Coaching	<ul style="list-style-type: none"> • Facilitate Part 1 district-wide bias training for all certified staff and staff that haven't been trained yet. • Virtual coaching sessions to support site-based teams working through ongoing problems of practice related to equity and cultural responsiveness. • Support identifying ways to implement action plans. 	January 6, 2025
In person EDT Session #4 In-person 5-hrs Site-based Coaching School visit #3	<ul style="list-style-type: none"> • Full-day professional learning session for school leadership teams on creating bias-aware and culturally responsive school environments, with a focus on school/district specific equity goals and priorities. • Virtual coaching sessions to support site-based teams working through ongoing problems of practice related to equity and cultural responsiveness. • Conduct school visits and debrief session with school leadership teams. 	February

Site-based Coaching and District Check-in	<ul style="list-style-type: none"> • Debrief • Virtual coaching sessions to support site-based teams working through ongoing problems of practice related to equity and cultural responsiveness. 	March
Summary Report, and Final Reflections Virtual (Zoom) – 1-2 hrs. Site-based Coaching	<ul style="list-style-type: none"> • Summary Report for SY 24-25 • Reflect on learning and progress from the year and provide support in determining next steps for the district/schools. • Virtual coaching sessions to support site-based teams working through ongoing problems of practice related to equity and cultural responsiveness. 	April-May

- *Included in SOW are all planning and coordination calls with relevant CJUSD district leadership and planning team.*
- *Cost is an estimated amount and is not final until scope of work is clearly defined and mutually agreed upon.*
- *Loaded labor costs includes staff rates, WestEd management fees, and indirect costs.*
- *Travel includes a total of **6 trips to CJUSD** with at least 2-3 WestEd staff members attending each session.*

Estimated Total Cost (includes travel): \$ 152,520.57

- Loaded Labor Costs: \$145,302.57
- Travel Costs: \$7,218.00

Agenda Item: XIII-16



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Consultant Services Agreement with Entek Consulting Group, Inc for Hazardous Materials Inspection Services

☒ **Action Item**

☐ **Information Item**

Attached Pages 17

BACKGROUND:

The District Office Annex Roof Replacement Project required a pre-renovation hazardous materials survey be performed related to the demolition and replacement of roofing materials. This survey and subsequent report is to inform the general contractor and any of their sub-contractors of any potentially hazardous conditions they may encounter.

CPM solicited a proposal from Entek Consulting Group, Inc. for services related to the renovation of six(6) roofs at the District Office Annex site.

Entek surveyed and provided a report to the District with their findings.

Agreement amount not to exceed TEN THOUSAND, SEVENTY DOLLARS AND NO CENTS(\$10,070.00)

RECOMMENDED BOARD ACTION:

The Board of Trustees ratify the agreement with Entek Consulting Group, Inc. for Consultant Services Agreement for Hazardous Materials Inspection Services for District Office Annex Roofs

Agenda Item: XIII-16

CONSULTANT SERVICES AGREEMENT

HAZARDOUS MATERIALS INSPECTION SERVICES

This AGREEMENT is made and entered into this **15th day of May in the year 2024**, between the **CENTER JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as ("DISTRICT"), and **Entek Consulting Group, Inc.**, hereinafter referred to as "CONSULTANT". The DISTRICT and the CONSULTANT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters, and such services and advice are not available within the DISTRICT, and cannot be performed satisfactorily by DISTRICT employees; and

WHEREAS, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel, and CONSULTANT is specially experienced and competent to provide to the DISTRICT certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, DISTRICT desires to obtain the following specialized services and/or advice: CONSULTANT agrees to provide consulting services to District administration, Field Work – Asbestos Survey, and (105) Bulk Asbestos Samples and (30) Lead Bulk Samples for laboratory analysis, at one project site for pre-renovation hazardous materials survey that includes asbestos and lead at District Office Annex for the Roof Replacement Project for three buildings that are outlined as "base bid" and four separate buildings that respectively named "Alternate #1", "Alternate #2", "Alternate #3", and "Alternate #4" on the attached drawing that was provided to Entek. CONSULTANT will work with district staff, documentation and records, and third-party professional service providers as needed, hereinafter referred to as the "PROJECT";

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT; and

WHEREAS, CONSULTANT is fully licensed to provide these specialized consultant services in conformity with the laws of the State of California.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

ARTICLE I **SCOPE AND SERVICES AND RESPONSIBILITIES**

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONSULTANT's proposal which is attached hereto and incorporated herein as **EXHIBIT "A"** (the "CONSULTANT's WORK PLAN").

2. Classification: To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.

3. Contract Term. The effective period of this AGREEMENT is to be from **April 22, 2024 through August 31, 2024**.

4. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

c. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and **EXHIBIT "A"** and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any subconsultant the CONSULTANT has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide services in addition to, or different from, the services described in **EXHIBIT "A"**. The CONSULTANT shall advise the DISTRICT in writing of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.

6. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT

period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or “bringing up to speed” replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within thirty (30) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the PROJECT and get “up to speed” at CONSULTANT’s cost.

7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

ARTICLE II

COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. As set forth in **EXHIBIT “A”** for the services performed pursuant to this AGREEMENT, District agrees to pay CONSULTANT a not-to-exceed sum of **TEN THOUSAND SEVENTY and 00/100 DOLLARS (\$10,070.00)** for all work by CONSULTANT.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to 45103.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursable expenses or overtime absent the prior written authorization of the DISTRICT. The

DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

ARTICLE III **REIMBURSABLE EXPENSES**

1. Not used.

ARTICLE IV **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT

for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IV OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE V **ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

c. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT and the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VI
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VII
REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII
INDEMNITY & INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT. IN NO EVENT SHALL THE CONSULTANT'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE CONSULTANT FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain

professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE IX

MISCELLANEOUS

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent CONSULTANT. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

3. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

4. This AGREEMENT shall be governed by the laws of the State of California.

5. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY

THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT "A"** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PORTIONS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

12. Confidentiality: The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

13. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

14. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance

with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 94843
Attn: Richard Putman, Facilities Director

To the CONSULTANT:

Entek Consulting Group, Inc.
4200 Rocklin Road, Suite 7
Rocklin, CA 95677
Attn: Ryan Metzen, President

15. Tobacco Prohibited: any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. Pursuant to and in accordance with the provisions of Government Code section 8546.7 or any amendments thereto, all books, records and files of CONSULTANT, or any subconsultant connected with the performance of this AGREEMENT involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this AGREEMENT. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.

20. Prevailing Wages: If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or services under this AGREEMENT. CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.

21. Education Code Section 45125.1: During the entire term of this AGREEMENT, CONSULTANT shall fully comply with the provision of Education Code sections 45125.1 (Fingerprinting Requirements), when it is determined that the CONSULTANT will have contract with pupils in the performance of services under this AGREEMENT. See **EXHIBIT "B"** attached.

22. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT

By Ryan Metzen

Print Name Ryan Metzen

Title President

Date 5-3-24

Address 4200 Rocklin Road, Suite 7
Rocklin, CA 95677

Phone 916-632-6800

Tax ID# 20-3784225

Email mainoffice@entekgroup.com

CENTER JOINT UNIFIED SCHOOL DISTRICT

By _____

Print Name _____

Title _____

Date _____

EXHIBIT “A”

CONSULTANT’S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION

See attached Proposal dated April 17, 2024 from Entek Consulting Group, Inc.



ENTEK CONSULTING GROUP, INC.

4200 Rocklin Road, Suite 7, Rocklin, CA 95677 Phone (916) 632-6800 Fax (916) 632-6812 www.entekgroup.com

April 17, 2024

Mr. Richard Putnam
Director of Facilities
Center Joint Union School District
c/o Capitol Program Management
1851 Heritage Ln, Suite 210
Sacramento, CA 95815

Re: Revised Proposal for Pre-Renovation Hazardous Materials Survey of District Office Annex
Roofs (Base Bid) and Additional Alternates #1, 2, 3, and 4 – 3243 Center Court Lane #37,
Antelope, CA 95843

Dear Mr. Putnam,

Entek Consulting Group, Inc. (Entek) is pleased to provide you on behalf of Center Joint Unified School District (CJUSD) with this proposal to conduct a pre-renovation hazardous materials survey for the upcoming Roof Replacement Project for three buildings that are outlined as “base bid” and four separate buildings that respectively named “Alternate #1, Alternate #2, Alternate #3, and Alternate #4 on the attached drawing that was provided to Entek.

Scope of Work

Entek proposes to provide the following services:

- 1) Provide a team of two Entek staff, led by a Cal/OSHA Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to perform an asbestos survey in accordance with the US EPA NESHAP and Sacramento Metropolitan Air Quality Management District (SMAQMD).
 - a. Collect up to 50 bulk samples for asbestos. These samples will be analyzed by a NVLAP accredited laboratory by the EPA 600 method, which utilizes Polarized Light Microscopy (PLM). The estimated costs are based on a standard turnaround time. Additional samples will be charged at \$25/sample.
 - b. This proposal does not include additional analysis of the samples by the 400-point count method as it is unknown if this analysis will be necessary. If Entek recommends further analysis by the 400-point count method, then Entek will only submit the laboratory the request upon receiving approval from the client.
- 2) Provide a California Department of Public Health Lead Inspector Assessor or Sampling Technician to collect bulk samples of the suspect lead containing materials that are expected to be impacted by this project.
 - a. Collect up to 12 bulk samples for lead. These samples will be analyzed by an Environmental Laboratory Accreditation Program (ELAP) accredited laboratory on a standard three-day turnaround time.
- 3) Provide one final hazardous materials survey report. The survey report will describe the nature, concentration, estimated quantity (if possible/applicable), and location of the potentially asbestos and lead containing materials.
- 4) All additional alternates are based on being able to complete the sampling of the base bid on the same day of when originally starting the on-site sampling.
 - a. Additional Alternate #1 – Collect up to 15 bulk samples for asbestos analysis and five bulk samples for lead.
 - b. Additional Alternate #2 – Collect up to 15 bulk samples for asbestos analysis and five bulk samples for lead.

Mr. Richard Putnam
Center Joint Unified School District
April 17, 2024

- c. Additional Alternate #3 – Collect up to 10 bulk samples for asbestos and three for lead analysis.
- d. Additional Alternate #4 – Collect up to 15 bulk samples for asbestos and five for lead analysis.

Sample Estimate

Using the drawings for the base bid, Entek estimated 50 samples for asbestos and 12 samples for lead. Entek's sample estimations were based on the following:

- Type of Work Activity – Entek accounted for building materials anticipated to be impacted by work activities including roof replacement.
- Number of Buildings affected by the above-mentioned work activities – After reviewing the drawings, Entek identified three buildings that would need to be surveyed as part of the base bid package due to the work activities mentioned above.
- Types of Suspect Building Material – Entek determined which suspect building materials may or may not be present based on our previous experience with school surveys, drawings provided for this project, and reviewing past reports from this school. Suspect building materials assumed to be present for this project include, but not limited to various acoustical ceiling panels, ceiling tiles, HVAC mastics, penetration mastics, roofing tar paper, concrete/terracotta roof tiles, asphaltic shingles, and roofing mastics.
- Number of Samples per Category – Under the AHERA regulations, the sampling rules are as follows per each category of suspect building materials:
 - Surfacing Materials (i.e, wall/ceiling texture, stucco) – Depends on square footage per homogenous material.
 - 3 Samples if the material is <1000 square feet.
 - 5 Samples if the material is between 1000 and 5000 square feet.
 - 7 Samples if the material is >5000 square feet.
 - Thermal System Insulation (TSI) (i.e, pipe insulation, duct insulation) – 3 samples per homogenous materials
 - Miscellaneous Materials (i.e, most roofing materials) – 2 samples minimum per homogenous material.

Cost Estimate

The estimated cost to perform the work as outlined above for only the three buildings within the base bid is **\$5,260.00**. Additional Alternates are listed #1-4 in the cost estimate table below as separate line items.

Only Flooring Scope		
Task	Service	Cost
1	Field Work – Asbestos Survey of 3 Buildings (Roofs Only) – Base Bid	\$2,400.00
1a	Laboratory Analysis – 50 Bulk Asbestos and 12 Bulk Lead	\$1,610.00
3	Final Report	\$1,250.00
N/A	Total	\$5,260.00
N/A	Additional Alternate #1 – Labor + 15 Bulk Asbestos and 5 Lead	\$1,370.00
N/A	Additional Alternate #2 – Labor + 15 Bulk Asbestos and 5 Lead	\$1,370.00
N/A	Additional Alternate #3 – Labor + 10 Bulk Asbestos and 3 Lead	\$ 840.00
N/A	Additional Alternate #4 – Labor + 15 Bulk Asbestos and 5 Lead	\$1,230.00

Mr. Richard Putnam
Center Joint Unified School District
April 17, 2024

Exclusions and Limitations

Entek based this proposal on completing all fieldwork during typical business hours Monday through Friday. Billing will be based on the time and materials required to complete the project based on the costs per hour depending on the service required, the number of samples analyzed, which may include additional layers for asbestos bulk samples.

Thank you for considering Entek for your environmental consulting needs. Please call our office at 916-632-6800 if you have any questions regarding the proposal.

Prepared By:

A handwritten signature in black ink that reads "Ryan Metzen".

Ryan Metzen, CAC, I/A, CSP
President

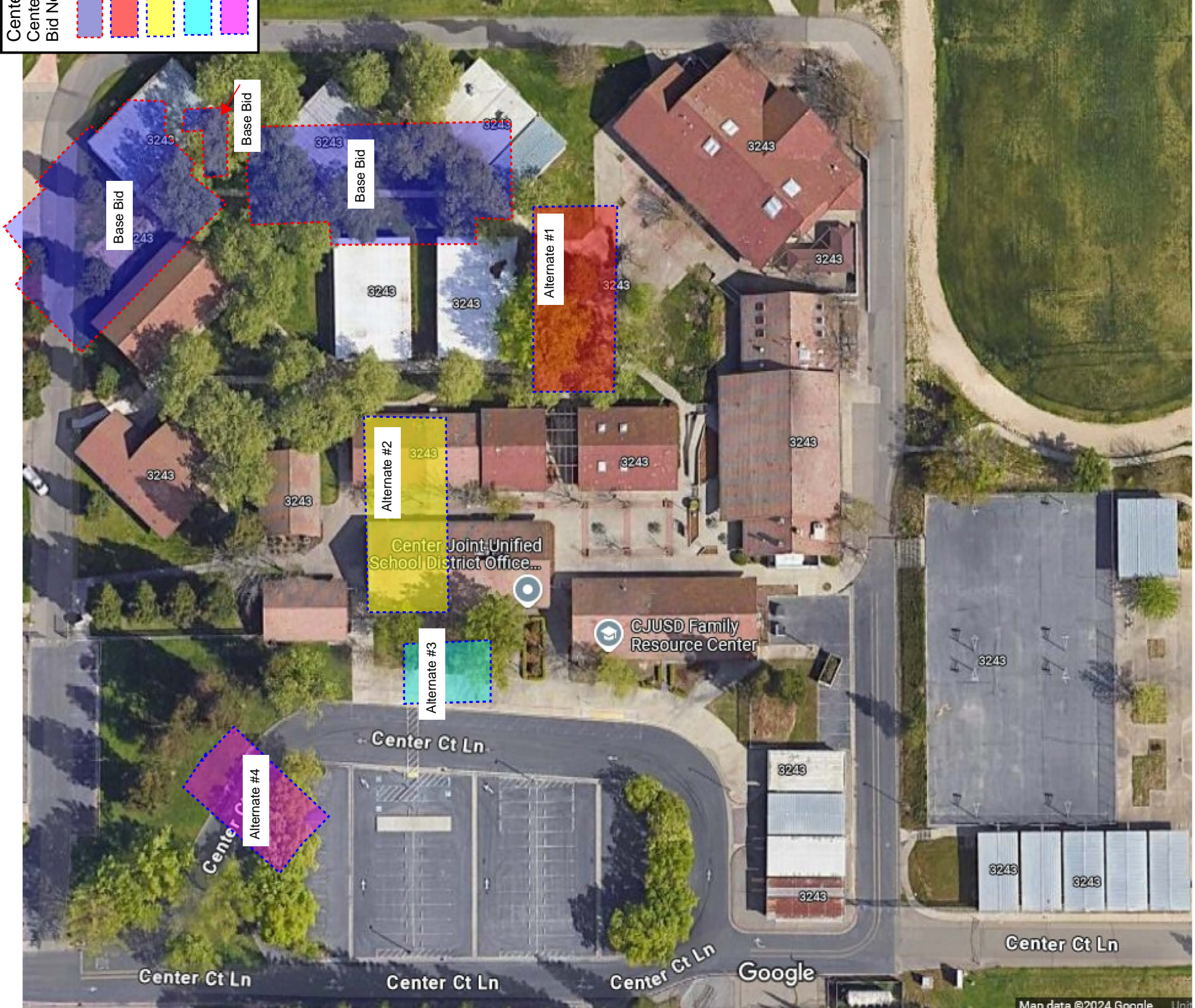


EXHIBIT "B"

CONSULTANT'S CERTIFICATION REGARDING BACKGROUND CHECKS

Pursuant to Education Code Section 45125.1, CONSULTANT has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Center Joint Unified School District, pursuant to this AGREEMENT, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, below is a list of the names of the employees of the undersigned who may come in contact with pupils:

Gerald Morales
Steve Hopper

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date May 3, 2024

Consultant Name.

Ryan Metzen

By its: President



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities
Initials: RP

SUBJECT: Change Order #01 for Center High School Modernization Project-Between Landmark Constructors, Inc. and Center Joint Unified School District

☒ **Action Item** ☐ **Information Item** **Attached Pages** 2

BACKGROUND:

This change order is to add funding of THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00) to the project to increase current Allowances and Contingency's in order to cover anticipated expenditures that will be forthcoming on the project prior to it's completion.

This change order will increase the contract value from FOURTEEN MILLION, ONE HUNDRED SEVENTY-TWO THOUSAND, NINE HUNDRED THIRTY-EIGHT AND NO CENTS (\$14,172,938.00) to FOURTEEN MILLION, FIVE HUNDRED TWENTY-TWO THOUSAND, NINE HUNDRED THIRTY-EIGHT DOLLARS AND NO CENTS (\$14,522,938.00).

There is no change in contract time associated with this change order.

Original Contract Board Approved on January 17, 2024.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve Change Order #01 between Landmark Constructors, Inc. and Center Joint Unified School District to add additional funding.

Center Joint Unified School District
Center High School Modification

CHANGE ORDER

Project: Center High School Modification
Architect: Nacht & Lewis
Contractor: Landmark Construction

DSA App: 02-117487

Date: 5/15/2024

Change Order #: #01

You are hereby authorized to make the following changes relative to your work on the above referenced project:

Non-Allowance PCOs

PCO#	PCO Description	Days	Amount
010	Add Funds to project to increase Unforeseen Conditions Allowance and District Contingency for additional anticipated expenditures that will be forthcoming on the project, prior to its completion.	0	\$ 350,000.00
The Contract will be modified by Non-Allowance PCOs in the amount of:		0	\$ 350,000.00

Allowance No: 1 Allowance Amount: \$ 150,000.00 Description: Unforeseen Conditions Allowance

Allowance No. 1 will be modified by this Change Order in the amount of: 0 \$ -

Cost of the above Work is to be applied against this Cash Allowance:

Original Cash Allowance Amount:	\$ 150,000.00
Allowance Modifications	\$ -
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$ -
Cash Allowance Balance including this Change Order:	\$ 150,000.00

Allowance No: 2 Allowance Amount: \$ 50,000.00 Description: Hazardous Material Abatement Allowance

Allowance No. 2 will be modified by this Change Order in the amount of: 0 \$ -

Cost of the above Work is to be applied against this Cash Allowance:

Original Cash Allowance Amount:	\$ 50,000.00
Allowance Modifications	\$ -
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$ -
Cash Allowance Balance including this Change Order:	\$ 50,000.00

Allowance No: 3 Allowance Amount: \$ 250,000.00 Description: Construction Contingency

Allowance No. 3 will be modified by this Change Order in the amount of: 0 \$ -

Cost of the above Work is to be applied against this Cash Allowance:

Original Cash Allowance Amount:	\$ 250,000.00
Allowance Modifications	\$ -
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$ -
Cash Allowance Balance including this Change Order:	\$ 250,000.00

Allowance No: 4 Allowance Amount: \$ 75,000.00 Description: District Contingency

Allowance No. 4 will be modified by this Change Order in the amount of: 0 \$ -

Cost of the above Work is to be applied against this Cash Allowance:

Original Cash Allowance Amount:	\$ 75,000.00
Allowance Modifications	\$ -
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$ -
Cash Allowance Balance including this Change Order:	\$ 75,000.00

Center Joint Unified School District
Center High School Modification

CHANGE ORDER

Allowance No:	5	Allowance Amount:	\$ 50,000.00	Description:	Errors & Omissions Contingency
Allowance No. 5 will be modified by this Change Order in the amount of:					
			0	\$	-

Cost of the above Work is to be applied against this Cash Allowance:

Original Cash Allowance Amount:	\$	50,000.00
Allowance Modifications:	\$	-
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$	-
Cash Allowance Balance including this Change Order:	\$	50,000.00

Allowance No:	6	Allowance Amount:	\$ -	Description:	0
Allowance No. 6 will be modified by this Change Order in the amount of:					
			0	\$	-

Cost of the above Work is to be applied against this Cash Allowance:

Original Cash Allowance Amount:	\$	-
Allowance Modifications:	\$	-
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$	-
Cash Allowance Balance including this Change Order:	\$	-

Original Contract Sum:	\$	14,172,938.00
Contract Sum will be modified by this Change Order in the amount of:	\$	350,000.00
Contract Sum including this Change Order:	\$	14,522,938.00

Contract Time increased by: 0 Days
Date of completion as of the date of this Change Order: 7/31/2025

Acceptance of this Change Order constitutes an agreement between the District and Contractor, and the work is to be performed subject to the same terms and conditions as are contained in the original Contract with the Contractor and for the work on the above mentioned project.

Acceptance of this Change Order constitutes acceptance of the Change Order as full and complete satisfaction of any direct or indirect additional costs incurred by Contractor in connection with performance of the change work.

It is understood that the work shall be performed in accordance with the revised Plans and Specifications enumerated above or in accordance with the original Plans and Specification supplemented by the instructions stated herein.

Not valid until signed by the A/E, Contractor and Owner.

Issued by the
Owners
Representative

Michael Flores

Digitally signed by Michael Flores
DN: C=US, E=michael@capitalpm.com, O=Capital
Program Management, CN=Michael Flores
Date: 2024.04.30 15:25:12-0700

Michael Flores, Senior Project Manager, Capital Program Management, Inc.

Date: 4-30-24

Reviewed by A/E

Brian Maytum, Architect, Nacht & Lewis

Date: 5/1/2024

Agreement by
Contractor

Steve Reneiro, PM
Steve Reneiro, Project Manager, Landmark Construction

Date: 5/1/2024

Approved by
Owner

Scott Loehr, Superintendent, Center Joint Unified School District

Date:

Agenda Item: XIII-18



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Change Order #01 for the Oak Hill Elementary School Modernization Project #23-03 -Between Rodan Builders, Inc. and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

This change order is to add funding of TWO HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED ONE DOLLARS AND SIXTY-SIX CENTS (\$215,501.66) to the project in order to cover PCO #005 for the re-roofing of 18 portables at Oak Hill Elementary School as all Allowances and Contingencies have been exhausted in the project.

This change order will increase the contract value from SIX MILLION, SIXTY-SIX THOUSAND, SIX HUNDRED DOLLARS AND NO CENTS (\$6,066,600.00) to SIX MILLION, TWO HUNDRED EIGHTY-TWO THOUSAND, ONE HUNDRED ONE DOLLARS AND SIXTY-SIX CENTS (\$6,282,101.66).

There is no change in contract time associated with this change order.

Original Contract Board Approved on November 15, 2023

RECOMMENDED BOARD ACTION:

The Board of Trustees approve Change Order #01 for the Oak Hill Elementary School Modernization Project #23-03.

Center Joint Unified School District
Oak Hill Elementary School Moderniation

CHANGE ORDER

Project: Oak Hill Elementary School Moderniation
Architect: AC Martin
Contractor: Rodan Builders, Inc.
Date: 5/15/2024
DSA App: 02-121265
Change Order #: 1

You are hereby authorized to make the following changes relative to your work on the above referenced project:

Table with 1 row: Non-Allowance PCOs. The Contract will be modified by Non-Allowance PCOs in the amount of: 0 \$ -

Table with 1 row: Allowance No: 1 Allowance Amount: \$ 50,000.00 Description: Unforeseen Conditions

Table with 4 columns: PCO#, PCO Description, Days, Amount. Row 1: 003 Dry Rot Discovery and Repair in Portable 17 (27) 0 \$ 9,212.16. Summary: Allowance No. 1 will be modified by this Change Order in the amount of: 0 \$ 9,212.16

Cost of the above Work is to be applied against this Cash Allowance:

Table with 2 columns: Description, Amount. Rows: Original Cash Allowance Amount: \$ 50,000.00; Allowance Modifications: \$ (40,787.84); Cash Allowance Sum will be modified by this Change Order in the amount of: \$ (9,212.16); Cash Allowance Balance including this Change Order: \$ -

Table with 1 row: Allowance No: 2 Allowance Amount: \$ 20,000.00 Description: Hazardous Material Abatement

Table with 4 columns: PCO#, PCO Description, Days, Amount. Row 1: 010 Dry Rot & Mold Discovery and Repair in Portable 22 0 \$ 12,363.60. Summary: Allowance No. 2 will be modified by this Change Order in the amount of: 0 \$ 12,363.60

Cost of the above Work is to be applied against this Cash Allowance:

Table with 2 columns: Description, Amount. Rows: Original Cash Allowance Amount: \$ 20,000.00; Allowance Modifications: \$ (7,636.40); Cash Allowance Sum will be modified by this Change Order in the amount of: \$ (12,363.60); Cash Allowance Balance including this Change Order: \$ -

Table with 1 row: Allowance No: 3 Allowance Amount: \$ 200,000.00 Description: Construction Contingency

Table with 4 columns: PCO#, PCO Description, Days, Amount. Row 1: 005 Re-roofing of 18 Portables 0 \$ 511,008.25. Summary: Allowance No. 3 will be modified by this Change Order in the amount of: 0 \$ 511,008.25

Cost of the above Work is to be applied against this Cash Allowance:

Table with 2 columns: Description, Amount. Rows: Original Cash Allowance Amount: \$ 200,000.00; Allowance Modifications: \$ 95,506.59; Cash Allowance Sum will be modified by this Change Order in the amount of: \$ (511,008.25); Cash Allowance Balance including this Change Order: \$ (215,501.66)

Center Joint Unified School District
Oak Hill Elementary School Moderniation

CHANGE ORDER

Allowance No:	4	Allowance Amount:	\$ 100,000.00	Description:	District Contingency
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	PCO#	PCO Description	Days	Amount
1	001	Added Carpet and Walk-off Carpet for Permanent Classrooms	0	\$ 9,917.41
2	002	Assist with Teacher Move, Demo of Existing Casework and Removal of Whiteboards	0	\$ 5,720.81
3	004	Removal of Camera Tower at Bldg. A	0	\$ 5,855.50
4	006	Additional Tree Removal by Acorn	0	\$ 14,721.00
5	007	Painting of Portables & Window Trim	0	\$ 3,049.71
6	008	Water Bottle Refilling Stations	0	\$ 21,132.49
7	009	Install of New White Boards Site-Wide	0	\$ 31,381.85
8	012	Classroom Locketts and Campus Keying	0	\$ 61,138.88
Allowance No. 4 will be modified by this Change Order in the amount of:			0	\$ 152,917.65

Cost of the above Work is to be applied against this Cash Allowance:

Original Cash Allowance Amount:	\$ 100,000.00
Allowance Modifications	\$ 52,917.65
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$ (152,917.65)
Cash Allowance Balance including this Change Order:	\$ -

Allowance No:	5	Allowance Amount:	\$ 100,000.00	Description:	Errors and Omissions Contingency
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Allowance No. 5 will be modified by this Change Order in the amount of: 0 \$ -

Cost of the above Work is to be applied against this Cash Allowance:

Original Cash Allowance Amount:	\$ 100,000.00
Allowance Modifications:	\$ (100,000.00)
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$ -
Cash Allowance Balance including this Change Order:	\$ -

For final settlement between Rodan Builders, Inc. and Center Joint Unified School District of all claims related to the changes noted above:

Original Contract Sum:	\$ 6,066,600.00
Contract Sum will be modified by this Change Order in the amount of:	\$ 215,501.66
Contract Sum including this Change Order:	\$ 6,282,101.66

Contract Time increased by: 0 Days
Date of completion as of the date of this Change Order: 10/19/2024

Acceptance of this Change Order constitutes an agreement between the District and Contractor, and the work is to be performed subject to the same terms and conditions as are contained in the original Contract with the Contractor and for the work on the above mentioned project.

Acceptance of this Change Order constitutes acceptance of the Change Order as full and complete satisfaction of any direct or indirect additional costs incurred by Contractor in connection with performance of the change work.

It is understood that the work shall be performed in accordance with the revised Plans and Specifications enumerated above or in accordance with the original Plans and Specification supplemented by the instructions stated herein.

Not valid until signed by the A/E, Contractor and Owner.

Issued by the
Owners
Representative

Terra Carlson

Terra Carlson, Project Manager, Capital Program Management, Inc.

Date: 5/3/24

Reviewed by A/E

Dimitris Klapsis, Architect, AC Martin

Date:

Agreement by
Contractor

Ryan Clark, Project Manager, Rodan Builders, Inc.

Date:

Approved by
Owner

Richard Putnam, Director of Facilities, Center Joint Unified School District

Date:

Agenda Item: XIII-19



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Dudley Elementary School Fencing Project #24-01-Agreement by and between Pisor Fence Division, Inc. and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

This fencing project was estimated to fall under the CUPCAA limits (\$200,000) and the District advertised to contractors on the District's Informal Bidding Qualified Bidders List for the license classification of C-13 Fencing.

Scope of work includes the replacement of cyclone fencing on Aztec Way with decorative iron fencing and gates to match the District standard.

The District received three (3) bids. Pisor Fence Division, Inc. was the lowest responsible bidder with a base bid of ONE HUNDRED SIX THOUSAND, SIX HUNDRED TEN DOLLARS AND NO CENTS (\$106,610.00). The District will include TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) in the contract for a District controlled allowance for unforeseen conditions. This contract is for ONE HUNDRED THIRTY-ONE THOUSAND, SIX HUNDRED TEN DOLLARS AND NO CENTS (\$131,610.00).

This work is scheduled for June 5, 2024 to October 11, 2024.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between Pisor Fence Division, Inc. and Center Joint Unified School District for the Dudley Elementary School Fencing Project #24-01.

CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into [Click here to enter a date.](#), in the City of Antelope, County of Sacramento, State of California, by and between the **CENTER JOINT UNIFIED SCHOOL DISTRICT**, a California school district ("District") and **Pisor Fence Division, Inc.** ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Dudley Elementary School – Fencing Project Bid No. 24-01**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Architect/Design Professional In Charge.** Not Used.
3. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **ONE HUNDRED TWENTY-EIGHT (128)** days after the commencement date of the Work set forth in the Notice to Proceed.
4. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents. The Contract Price of **ONE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED TEN DOLLARS AND NO CENTS (\$131,610.00)** is based on the Contractors Base Bid Amount of **ONE HUNDRED SIX THOUSAND SIX HUNDRED TEN DOLLARS AND NO CENTS (\$106,610.00)** plus the District Allowance of **TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00)** for unforeseen conditions.
 - 4.1. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
 - 4.2. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.
5. **Liquidated Damages.** The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
 - 5.1. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$250.00)**.
 - 5.2. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$ 250.00)**.

5.3. Surety Liability. The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

6. Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

7. Insurance. The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

7.1. Insurance Requirements for Contractor. The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builder's Risk	Full insurable value of the Work; Seismic coverage is not required

7.2. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

8. District Representative. The District Representative is Richard Putnam or his/her designee.

9. Notices. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Richard Putnam, Director of Facilities
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

If to the Contractor:

- 10. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Calling for Bids
Instructions for Bidders
Addenda as Issued
Bid Proposal
Non-Collusion Declaration
Designation of Subcontractors

Drug Free Workplace Certification
Contract; Terms and Conditions of Contract
Payment Bond
Performance Bond
Certificate of Workers' Compensation Insurance
Guarantee
Contractor Certification re Background Checks &
Attachment A
Attachment 1 Technical Specifications & Drawings

- 11. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

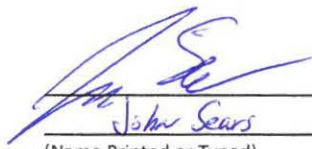
IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"
Center Joint Unified School District

By: _____

(Name Printed or Typed)
Title: _____

"CONTRACTOR"
Pisor Fence Division, Inc.

By:  _____
(Name Printed or Typed)
Title: Controller



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam

Initials:

Director of Facilities

RP

SUBJECT: Spinelli Elementary School Fencing Project #24-02-Agreement by and between Arrow Fence Company and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

This fencing project was estimated to fall under the CUPCAA limits (\$200,000) and the District advertised to contractors on the District's Informal Bidding Qualified Bidders List for the license classification of C-13 Fencing.

Scope of work includes the replacement of cyclone fencing on Delaney Drive with decorative iron fencing and gates to match the District standard.

The District received four (4) bids. Arrow Fence Company was the lowest responsible bidder with a base bid of ONE HUNDRED SEVENTEEN THOUSAND, THREE HUNDRED DOLLARS AND NO CENTS (\$117,300.00). The District will include TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) in the contract for a District controlled allowance for unforeseen conditions. This contract is for ONE HUNDRED FORTY-TWO THOUSAND, THREE HUNDRED DOLLARS AND NO CENTS (\$142,300.00).

This work is scheduled for June 5, 2024 to October 11, 2024.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between Arrow Fence Company and Center Joint Unified School District for the Spinelli Elementary School Fencing Project #24-02.

CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into May 15, 2024, in the City of Antelope, County of Sacramento, State of California, by and between the **CENTER JOINT UNIFIED SCHOOL DISTRICT**, a California school district ("District") and **Arrow Creative Solutions Inc. dba Arrow Fence Company** ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Spinelli Elementary School – Fencing Project Bid No. 24-02**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Architect/Design Professional In Charge.** Not Used.
3. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **ONE HUNDRED TWENTY-EIGHT (128)** days after the commencement date of the Work set forth in the Notice to Proceed.
4. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents. The Contract Price of **ONE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$142,300.00)** is based on the Contractors Base Bid Amount of **ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$117,300.00)** plus the District Allowance of **TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00)** for unforeseen conditions.
 - 4.1. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
 - 4.2. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.
5. **Liquidated Damages.** The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
 - 5.1. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$250.00)**.
 - 5.2. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$ 250.00)**.

5.3. Surety Liability. The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

6. Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

7. Insurance. The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

7.1. Insurance Requirements for Contractor. The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builder's Risk	Full insurable value of the Work; Seismic coverage is not required

7.2. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

8. District Representative. The District Representative is Richard Putnam or his/her designee.

9. Notices. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Richard Putnam, Director of Facilities
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

If to the Contractor:

10. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Calling for Bids
Instructions for Bidders
Addenda as Issued
Bid Proposal
Non-Collusion Declaration
Designation of Subcontractors

Drug Free Workplace Certification
Contract; Terms and Conditions of Contract
Payment Bond
Performance Bond
Certificate of Workers' Compensation Insurance
Guarantee
Contractor Certification re Background Checks &
Attachment A
Attachment 1 Technical Specifications & Drawings

11. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

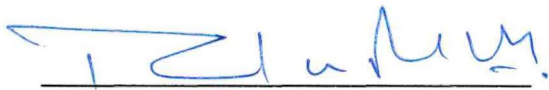
IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"
Center Joint Unified School District

By: _____

(Name Printed or Typed)
Title: _____

"CONTRACTOR"
Arrow Creative Solutions Inc. dba Arrow Fence Company

By: 
Ravinder Gill
(Name Printed or Typed)
Title: owner / secretary



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Dudley Elementary School Painting Permanent Buildings Project #24-03-Agreement by and between H.B. Restoration, Inc. and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

This painting project was estimated to fall under the CUPCCAA limits (\$200,000) and the District advertised to contractors on the District's Informal Bidding Qualified Bidders List for the license classification of C-33 Paint.

Scope of work includes clean, prep and paint on all exterior surfaces, doors and trim of the permanent buildings. The existing brickwork will be cleaned and an anti-graffiti coating applied.

The District received seven (7) bids. H.B. Restoration, Inc. was the lowest responsible bidder with a base bid of FIFTY-SIX THOUSAND, FIFTY DOLLARS AND NO CENTS (\$56,050.00). The District will include TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) in the contract for a District controlled allowance for unforeseen conditions. This contract is for EIGHTY-ONE THOUSAND, FIFTY DOLLARS AND NO CENTS (\$81,050.00).

This work is scheduled to occur during the summer recess of 2024.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between H.B. Restoration, Inc. and Center Joint Unified School District for the Dudley Elementary School Painting Permanent Buildings Project Project #24-03.

CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into May 15, 2024, in the City of Antelope, County of Sacramento, State of California, by and between the **CENTER JOINT UNIFIED SCHOOL DISTRICT**, a California school district ("District") and **H.B Restoration, Inc.** ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Dudley Elementary School – Paint - Permanent Buildings Bid No. 24-03**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Architect/Design Professional In Charge.** Not Used.
3. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **FIFTY SIX (56)** days after the commencement date of the Work set forth in the Notice to Proceed.
4. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents. The Contract Price of **EIGHTY-ONE THOUSAND FIFTY DOLLARS AND NO CENTS (\$81,050.00)** is based on the Contractors Base Bid Amount of **FIFTY-SIX THOUSAND FIFTY DOLLARS AND NO CENTS (\$56,050.00)** plus the District Allowance of **TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00)** for unforeseen conditions.
 - 4.1. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
 - 4.2. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.
5. **Liquidated Damages.** The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
 - 5.1. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$250.00)**.
 - 5.2. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$ 250.00)**.

5.3. Surety Liability. The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

6. Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

7. Insurance. The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

7.1. Insurance Requirements for Contractor. The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builder's Risk	Full insurable value of the Work; Seismic coverage is not required

7.2. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

8. District Representative. The District Representative is Richard Putnam or his/her designee.

9. Notices. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Richard Putnam, Director of Facilities
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

If to the Contractor:

10. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Calling for Bids
Instructions for Bidders
Addenda as Issued
Bid Proposal
Non-Collusion Declaration
Designation of Subcontractors

Drug Free Workplace Certification
Contract; Terms and Conditions of Contract
Payment Bond
Performance Bond
Certificate of Workers' Compensation Insurance
Guarantee
Contractor Certification re Background Checks &
Attachment A
Attachment 1 Technical Specifications & Drawings

11. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.


"DISTRICT"
Center Joint Unified School District

By: _____

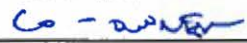
(Name Printed or Typed)

Title: _____

"CONTRACTOR"
H.B Restoration, Inc.

By: 

(Name Printed or Typed)

Title: 



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Dudley Elementary School Painting Portable Buildings Project #24-04-Agreement by and between H.B. Restoration, Inc. and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

This painting project was estimated to fall under the CUPCCAA limits (\$200,000) and the District advertised to contractors on the District's Informal Bidding Qualified Bidders List for the license classification of C-33 Paint.

Scope of work includes clean, prep and paint on all exterior surfaces, doors and trim of the portable buildings. This also includes handrails and the decks of the ramps.

The District received eight (8) bids. H.B. Restoration, Inc. was the lowest responsible bidder with a base bid of TWENTY-TWO THOUSAND, NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$22,950.00). The District will include THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000.00) in the contract for a District controlled allowance for unforeseen conditions. This contract is for FIFTY-SEVEN THOUSAND, NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$57,950.00).

This work is scheduled to occur during the summer recess of 2024.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between H.B. Restoration, Inc. and Center Joint Unified School District for the Dudley Elementary School Painting Portable Buildings Project #24-04.

CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into May 15, 2024, in the City of Antelope, County of Sacramento, State of California, by and between the **CENTER JOINT UNIFIED SCHOOL DISTRICT**, a California school district ("District") and **H.B Restoration, Inc.**, ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Dudley Elementary School – Paint - Portables Bid No. 24-04**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Architect/Design Professional In Charge.** Not Used.
3. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **FIFTY-SIX (56)** days after the commencement date of the Work set forth in the Notice to Proceed.
4. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents. The Contract Price of **FIFTY-SEVEN THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$57,950.00)** is based on the Contractors Base Bid Amount of **TWENTY-TWO THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$22,950.00)** plus the District Allowance of **THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000.00)** for unforeseen conditions.
 - 4.1. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
 - 4.2. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.
5. **Liquidated Damages.** The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
 - 5.1. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$250.00)**.
 - 5.2. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$ 250.00)**.

5.3. Surety Liability. The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

6. Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

7. Insurance. The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

7.1. Insurance Requirements for Contractor. The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builder's Risk	Full insurable value of the Work; Seismic coverage is not required

7.2. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

8. District Representative. The District Representative is Richard Putnam or his/her designee.

9. Notices. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Richard Putnam, Director of Facilities
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

If to the Contractor:

10. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Calling for Bids
Instructions for Bidders
Addenda as Issued
Bid Proposal
Non-Collusion Declaration
Designation of Subcontractors

Drug Free Workplace Certification
Contract; Terms and Conditions of Contract
Payment Bond
Performance Bond
Certificate of Workers' Compensation Insurance
Guarantee
Contractor Certification re Background Checks &
Attachment A
Attachment 1 Technical Specifications & Drawings

11. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"
Center Joint Unified School District

By: _____

(Name Printed or Typed)

Title: _____

"CONTRACTOR"
H.B Restoration, Inc.

By: 

(Name Printed or Typed)

Title: CO-OWNER



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Spinelli Elementary School Painting Portable Buildings Project #24-05-Agreement by and between Diamond Painting Co. KK and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

This painting project was estimated to fall under the CUPCCAA limits (\$200,000) and the District advertised to contractors on the District's Informal Bidding Qualified Bidders List for the license classification of C-33 Paint.

Scope of work includes clean, prep and paint on all exterior surfaces, doors and trim of the portable buildings. This also includes handrails and the decks of the ramps.

The District received seven (7) bids. Diamond Painting Co. KK was the lowest responsible bidder with a base bid of TWENTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$28,000.00). The District will include THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000.00) in the contract for a District controlled allowance for unforeseen conditions. This contract is for SIXTY-THREE THOUSAND DOLLARS AND NO CENTS (\$63,000.00).

This work is scheduled to occur during the summer recess of 2024.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between Diamond Painting Co. KK and Center Joint Unified School District for the Spinelli Elementary School Painting Portable Buildings Project Project #24-05.

CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into May 15, 2024, in the City of Antelope, County of Sacramento, State of California, by and between the **CENTER JOINT UNIFIED SCHOOL DISTRICT**, a California school district ("District") and **Diamond Painting Co. KK**, ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Spinelli Elementary School – Paint - Portables Bid No. 24-05**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Architect/Design Professional In Charge.** Not Used.
3. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **FIFTY-SIX (56)** days after the commencement date of the Work set forth in the Notice to Proceed.
4. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents. The Contract Price of **SIXTY-THREE THOUSAND DOLLARS AND NO CENTS (\$63,000.00)** is based on the Contractors Base Bid Amount of **TWENTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$28,000.00)** plus the District Allowance of **THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000.00)** for unforeseen conditions.
 - 4.1. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
 - 4.2. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.
5. **Liquidated Damages.** The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
 - 5.1. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$250.00)**.
 - 5.2. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$ 250.00)**.

5.3. Surety Liability. The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

6. Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

7. Insurance. The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

7.1. Insurance Requirements for Contractor. The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builder's Risk	Full insurable value of the Work; Seismic coverage is not required

7.2. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

8. District Representative. The District Representative is Richard Putnam or his/her designee.

9. Notices. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Richard Putnam, Director of Facilities
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

If to the Contractor:

10. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Calling for Bids
Instructions for Bidders
Addenda as Issued
Bid Proposal
Non-Collusion Declaration
Designation of Subcontractors

Drug Free Workplace Certification
Contract; Terms and Conditions of Contract
Payment Bond
Performance Bond
Certificate of Workers' Compensation Insurance
Guarantee
Contractor Certification re Background Checks &
Attachment A
Attachment 1 Technical Specifications & Drawings

11. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"
Center Joint Unified School District

By: _____

(Name Printed or Typed)
Title: _____

"CONTRACTOR"
Diamond Painting Co. KK

By: Konstantinos G. Koulourias
KONSTANTINOS G. Koulourias
(Name Printed or Typed)
Title: General Partner



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Dudley Elementary School Resurfacing & Stripe Hardcourt Project #24-06-Agreement by and between Safe Roads DVBE and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

This resurfacing and striping project was estimated to fall under the CUPCCAA limits (\$200,000) and the District advertised to contractors on the District's Informal Bidding Qualified Bidders List for the license classification of C-32 Parking and Highway Improvement.

Scope of work includes clean, prep, patch/fill, seal and pavement marking (stripe) hard court surfaces.

The District received one (1) bid. Safe Roads DVBE was the lowest responsible bidder with a base bid of EIGHTY-SIX THOUSAND, TWO HUNDRED FOURTEEN DOLLARS AND NO CENTS (\$86,214.00). The District will include TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00) in the contract for a District controlled allowance for unforeseen conditions. This contract is for NINETY-SIX THOUSAND, TWO HUNDRED FOURTEEN DOLLARS AND NO CENTS (\$96,214.00).

This work is scheduled to occur during the summer recess of 2024.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between Safe Roads DVBE and Center Joint Unified School District for the Dudley Elementary School Resurfacing & Stripe Hardcourt Project #24-06.

CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into May 15, 2024, in the City of Antelope, County of Sacramento, State of California, by and between the CENTER JOINT UNIFIED SCHOOL DISTRICT, a California school district ("District") and Safe Roads DVBE, ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Dudley Elementary School – Resurface/Stripe Hardcourt Project Bid No. 24-06**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Architect/Design Professional In Charge.** Not Used.
3. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work FIFTY-SIX (56) days after the commencement date of the Work set forth in the Notice to Proceed.
4. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents. The Contract Price of NINETY-SIX THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND NO CENTS (\$96,214.00) is based on the Contractors Base Bid Amount of EIGHTY-SIX THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND NO CENTS (\$86,214.00) plus the District Allowance of TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00) for unforeseen conditions.
 - 4.1. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
 - 4.2. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.
5. **Liquidated Damages.** The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
 - 5.1. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of TWO HUNDRED FIFTY DOLLARS (\$250.00).
 - 5.2. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of TWO HUNDRED FIFTY DOLLARS (\$ 250.00).

5.3. Surety Liability. The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

6. Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

7. Insurance. The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

7.1. Insurance Requirements for Contractor. The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builder's Risk	Full insurable value of the Work; Seismic coverage is not required

7.2. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

8. District Representative. The District Representative is Richard Putnam or his/her designee.

9. Notices. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Richard Putnam, Director of Facilities
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

If to the Contractor:

Safe Roads DUBE
PO Box 371
Palo Alto CA 94013
SafeRoadsDube@gmail.com

10. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Calling for Bids
Instructions for Bidders
Addenda as Issued
Bid Proposal
Non-Collusion Declaration
Designation of Subcontractors

Drug Free Workplace Certification
Contract; Terms and Conditions of Contract
Payment Bond
Performance Bond
Certificate of Workers' Compensation Insurance
Guarantee
Contractor Certification re Background Checks &
Attachment A
Attachment 1 Technical Specifications & Drawings

11. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.


"DISTRICT"
Center Joint Unified School District

By: _____

(Name Printed or Typed)

Title: _____

"CONTRACTOR"
Safe Roads DVBE

By: 
Nathaniel McBroome
(Name Printed or Typed)

Title: Owner



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities
Initials: RP

SUBJECT: Dudley Elementary School Resurfacing & Stripe Parking Lot Project #24-07-Agreement by and between Safe Roads DVBE and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

This resurfacing and striping project was estimated to fall under the CUPCCAA limits (\$200,000) and the District advertised to contractors on the District's Informal Bidding Qualified Bidders List for the license classification of C-32 Parking and Highway Improvement.

Scope of work includes clean, prep, patch/fill, seal and pavement marking(stripe) of the parking lot surfaces.

The District received one (1) bid. Safe Roads DVBE was the lowest responsible bidder with a base bid of FORTY-FIVE THOUSAND, FIVE HUNDRED TWO DOLLARS AND NO CENTS (\$45,502.00). The District will include TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00) in the contract for a District controlled allowance for unforeseen conditions. This contract is for FIFTY-FIVE THOUSAND, FIVE HUNDRED TWO DOLLARS AND NO CENTS (\$55,502.00).

This work is scheduled to occur during the summer recess of 2024.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between Safe Roads DVBE and Center Joint Unified School District for the Dudley Elementary School Resurfacing & Stripe Parking Lot Project Project #24-07.

CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into May 15, 2024, in the City of Antelope, County of Sacramento, State of California, by and between the **CENTER JOINT UNIFIED SCHOOL DISTRICT**, a California school district ("District") and **Safe Roads DVBE**, ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Dudley Elementary School – Resurface/Stripe Parking Lot Bid No. 24-07**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Architect/Design Professional In Charge.** Not Used.
3. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **FIFTY-SIX (56)** days after the commencement date of the Work set forth in the Notice to Proceed.
4. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents. The Contract Price of **FIFTY-FIVE THOUSAND FIVE HUNDRED TWO DOLLARS AND NO CENTS (\$55,502.00)** is based on the Contractors Base Bid Amount of **FORTY-FIVE THOUSAND FIVE HUNDRED TWO DOLLARS AND NO CENTS (\$45,502.00)** plus the District Allowance of **TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00)** for unforeseen conditions.
 - 4.1. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
 - 4.2. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.
5. **Liquidated Damages.** The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
 - 5.1. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$250.00)**.
 - 5.2. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$ 250.00)**.

5.3. Surety Liability. The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

6. Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

7. Insurance. The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

7.1. Insurance Requirements for Contractor. The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builder's Risk	Full insurable value of the Work; Seismic coverage is not required

7.2. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

8. District Representative. The District Representative is Richard Putnam or his/her designee.

9. Notices. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Richard Putnam, Director of Facilities
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

If to the Contractor:

Safe Roads DUBE
PO Box 371
Palo Cedro CA 96073
SafeRoadsDube@gmail.com

10. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Calling for Bids
Instructions for Bidders
Addenda as Issued
Bid Proposal
Non-Collusion Declaration
Designation of Subcontractors

Drug Free Workplace Certification
Contract; Terms and Conditions of Contract
Payment Bond
Performance Bond
Certificate of Workers' Compensation Insurance
Guarantee
Contractor Certification re Background Checks &
Attachment A
Attachment 1 Technical Specifications & Drawings

11. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"
Center Joint Unified School District

By: _____
(Name Printed or Typed)
Title: _____

"CONTRACTOR"
Safe Roads DVBE

By: Nathaniel McBoome
(Name Printed or Typed)
Title: Owner



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Dudley Elementary School Administration Building Modification Project #24-08-Agreement by and between Kaler General Contractors, Inc. and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

This administration building modification project was estimated to fall under the CUPCAA limits (\$200,000) and the District advertised to contractors on the District's Informal Bidding Qualified Bidders List for the license classification of B-General Building.

Scope of work includes the addition of one exterior door within the existing window system at the administration building. The work to also include a concrete pad/sidewalk outside the new exterior door

The District received four (4) bids. Kaler General Contractors, Inc. was the lowest responsible bidder with a base bid of THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$33,000.00). The District will include TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00) in the contract for a District controlled allowance for unforeseen conditions. This contract is for FORTY-THREE THOUSAND DOLLARS AND NO CENTS (\$43,000.00).

This work is scheduled to occur during the summer recess of 2024.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between Kaler General Contractors, Inc. and Center Joint Unified School District for the Dudley Elementary School Administration Building Modification Project Project #24-08.

CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into May 15, 2024, in the City of Antelope, County of Sacramento, State of California, by and between the **CENTER JOINT UNIFIED SCHOOL DISTRICT**, a California school district ("District") and **Kaler General Contractors, Inc.**, ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Dudley Elementary School – Administration Building Modification Project Bid No. 24-08**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Architect/Design Professional In Charge.** Not Used.
3. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **FIFTY-NINE (59)** days after the commencement date of the Work set forth in the Notice to Proceed.
4. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents. The Contract Price of **FORTY-THREE THOUSAND DOLLARS AND NO CENTS (\$43,000.00)** is based on the Contractors Base Bid Amount of **THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$33,000.00)** plus the District Allowance of **TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00)** for unforeseen conditions.
 - 4.1. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
 - 4.2. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.
5. **Liquidated Damages.** The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
 - 5.1. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$250.00)**.
 - 5.2. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of **TWO HUNDRED FIFTY DOLLARS (\$ 250.00)**.

5.3. Surety Liability. The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

- 6. Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.
- 7. Insurance.** The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

7.1. Insurance Requirements for Contractor. The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builder's Risk	Full insurable value of the Work; Seismic coverage is not required

7.2. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

- 8. District Representative.** The District Representative is Richard Putnam or his/her designee.
- 9. Notices.** Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Richard Putnam, Director of Facilities
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

If to the Contractor:

Bill Kaler, President
Kaler General Contractors, Inc
3720 Omec Cir
Rancho Cordova, CA 95742

- 10. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Calling for Bids
Instructions for Bidders
Addenda as Issued
Bid Proposal
Non-Collusion Declaration
Designation of Subcontractors

Drug Free Workplace Certification
Contract; Terms and Conditions of Contract
Payment Bond
Performance Bond
Certificate of Workers' Compensation Insurance
Guarantee
Contractor Certification re Background Checks &
Attachment A
Attachment 1 Technical Specifications & Drawings

- 11. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.


"DISTRICT"
Center Joint Unified School District

By: _____

(Name Printed or Typed)

Title: _____

"CONTRACTOR"
Kaler General Contractors, Inc

By: 

(Name Printed or Typed)

Title: **President**



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam

Initials:

Director of Facilities

RP

SUBJECT: Central Freezer Facility at Maintenance & Operations Yard Project #24-09-Agreement by and between Pro Builders and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 4

BACKGROUND:

The District plans to remove three (3) existing exterior unit freezers and associated site work and infrastructure for the preparation of the site and infrastructure to support a new high-bay pallet freezer/refrigerator-freezer building. The building will be provided and installed by RMI/AirDyne as owner furnished.

Scope of work for this project is to prepare the pad, concrete foundation and insulated concrete slab for the new freezer building. Additionally a concrete housekeeping pad and preengineered freestanding aluminum shade structure over the condenser equipment, chain link fencing, electrical service, lighting, controls and alarms.

CPM assisted in putting the project out for a hard bid and the District received two (2) bids. Pro Builders was the lowest responsible bidder with the base bid of TWO HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$278,000.00). The District will include FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) in the contract for a District controlled allowance for unforeseen conditions. This contract is for THREE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$328,000.00)

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between Pro Builders and Center Joint Unified School District for the Central Freezer Facility Project #24-09

AGREEMENT FORM

THIS AGREEMENT, entered into this **15th day of May, 2024** in the County of Sacramento of the State of California, by and between the **Center Joint Unified School District**, hereinafter called the "District" or the "CJUSD", and **Swierstok Enterprise Inc., DBA Pro Builders**, hereinafter called the "Contractor".

WITNESSETH that the District 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 the Project No. 24-09: **Central Freezer Facility at M&O Yard** in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the CJUSD 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 (as applicable), 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 CJUSD Facilities 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 District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within **one hundred twenty-eight (128) calendar days** from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). 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 each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District 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 District. 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 District'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 District within ten (10) days after receipt by the Contractor of the District'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 District, the District 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 CJUSD 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 District the sum of **Five Hundred Dollars (\$500) 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 District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The District 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 Contract Price of **THREE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$328,000.00)** is based on the Contractors Base Bid of **TWO HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$278,000.00)** plus the District Allowance of **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)** for unforeseen conditions. Payment shall be made as set forth in the General Conditions.

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 District, 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 District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, 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, District, 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 District, 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 District.

(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 District, 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 District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(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.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

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 District, 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 District, 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 District, 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 Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - 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 7 - 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:

- Notice Inviting Bids
- Instructions to Bidders
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Guarantee Form
- Bid Bond
- Bid Form
- Contractor's Certificate Regarding Worker's Compensation
- Acknowledgement of Bidding Practices Regarding Indemnity
- Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement
- Contractor's Certification Regarding Background Checks
- General Liability Endorsement
- Automobile Liability Endorsement
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco Free Campus
- General Conditions
- Special Conditions
- General Requirements
- Exhibits
- All Addenda as Issued
- Drawings/Plans
- Substitution Request Form
- Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

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 8 - 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 District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

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 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District 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.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

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

Typed or Printed Name

Title

Signature

Dated: _____

CONTRACTOR:

SEBASTIAN SWIERSTOK

Typed or Printed Name

PRESIDENT

Title

[Signature]

Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)





AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Roofing of Permanent and Portable Buildings Project #24-10-Agreement by and between Best Contracting Services, Inc. and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

The roofs on permanent and portable buildings at Dudley and Spinelli Elementary Schools are to be re-roofed using a product that is applied over the existing roof.

Scope of work for this project is to clean and prepare the existing roof surfaces and apply the WeatherWeld product.

CPM assisted in putting the project out for a hard bid and the District received two (2) bids. Best Contracting Services, Inc. was the lowest responsible bidder with Base Bid #1 (Roofing at Dudley Elementary School Permanent Buildings) of EIGHT HUNDRED FORTY THOUSAND, EIGHT HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$840,895.00) and Base Bid #2 (Roofing at Spinelli Elementary School Permanent Buildings) of SEVEN HUNDRED TWENTY-THREE THOUSAND, THIRTY DOLLARS AND NO CENTS (\$723,030.00). The contract will also include the bid alternates. Bid Alternate #1 (Roofing at Dudley Elementary School Portable Buildings) of THREE HUNDRED FIFTY-SIX THOUSAND, SEVEN HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS (\$356,765.00) and Bid Alternate #2 (Roofing at Spinelli Elementary School Portable Buildings) of FIVE HUNDRED NINETY-SIX THOUSAND, FOUR HUNDRED NINETY DOLLARS AND NO CENTS (\$596,490.00). The District will include FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) in the contract for a District controlled allowance for unforeseen conditions. This contract is for TWO MILLION, FIVE HUNDRED SIXTY-SEVEN THOUSAND, ONE HUNDRED EIGHTY DOLLARS AND NO CENTS (\$2,567,180.00).

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between Best Contracting Services, Inc. and Center Joint Unified School District for the Roofing of Permanent and Portable Building at Dudley and Spinell Elementary Schools Project #24-10

AGREEMENT FORM

THIS AGREEMENT, entered into this **15TH** day of **May, 2024** in the County of Sacramento of the State of California, by and between the **Center Joint Unified School District**, hereinafter called the "District" or the "CJUSD", and **Best Contracting Services, Inc.**, hereinafter called the "Contractor".

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

ARTICLE I - 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 the **Project No. 24-10: Roofing of Permanent Buildings and Portable Buildings at Dudley & Spinelli Elementary Schools** in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the CJUSD 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 (as applicable), 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 CJUSD Facilities 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 District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within **one hundred twenty-eight (128)** calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). 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 each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District 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 District. 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 District'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 District within ten (10) days after receipt by the Contractor of the District'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 District, the District 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 CJUSD 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 District the sum of **Five Hundred Dollars (\$500) 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 District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The District 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 Contract Price of **TWO MILLION FIVE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED EIGHTY DOLLARS AND NO CENTS (\$2,567,180.00)** is based on the Contractors Base Bid #1 (Roofing at Dudley Elementary School Permanent Buildings) of **EIGHT HUNDRED FORTY THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$840,895.00)** and Base Bid #2 (Roofing at Spinelli Elementary School Permanent Buildings) of **SEVEN HUNDRED TWENTY-THREE THOUSAND THIRTY DOLLARS AND NO CENTS (\$723,030.00)**. The contract price to also include Bid Alternate #1 (Roofing at Dudley Elementary School Portable Buildings) of **THREE HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS (\$356,765.00)** and Bid Alternate #2 (Roofing at Spinelli Elementary School Portable Buildings) of **FIVE HUNDRED NINETY SIX THOUSAND FOUR HUNDRED NINETY DOLLARS AND NO CENTS (\$596,490.00)** plus the District Allowance of **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)** for unforeseen conditions. Payment shall be made as set forth in the General Conditions.

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 District, 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 District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, 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, District, 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 District, 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 District.

(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 District, 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 District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(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.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for

any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

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 District, 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 District, 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 District, 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 Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - 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 7 - 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:

- Notice Inviting Bids
- Instructions to Bidders
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Guarantee Form
- Bid Bond
- Bid Form
- Contractor's Certificate Regarding Worker's Compensation
- Acknowledgement of Bidding Practices Regarding Indemnity
- Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement
- Contractor's Certification Regarding Background Checks
- General Liability Endorsement
- Automobile Liability Endorsement
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco Free Campus
- General Conditions
- Special Conditions
- General Requirements
- Exhibits
- All Addenda as Issued
- Drawings/Plans
- Substitution Request Form
- Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

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 8 - 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 District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

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 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District 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.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

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:

Ryan Garcia

Typed or Printed Name

Typed or Printed Name

VP of Sales

Title

Title

Signature

Signature

Dated: _____

Ryan Garcia

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Roofing at Center High School Annex Building Project #24-11-Agreement by and between Mountain Roofing Systems and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 4

BACKGROUND:

The roof on the Ken Thomas Gymnasium and the Multi-Purpose Room are to be replaced with asphalt composition shingles.

Scope of work includes the removal of the existing roofing material, infilling the skylights on the MPR building and installation of asphalt composition shingles.

The scope of work to also include the replacement of roofs on four (4) other buildings on the site.

CPM assisted in putting the project out for a hard bid and the District receive three (3) bids. Mountain Roofing Systems was the lowest responsible bidder with a Base Bid for the Ken Thomas Gymnasium and the Multi-Purpose Room of THREE HUNDRED FORTY-NINE THOUSAND, EIGHT HUNDRED SIXTEEN DOLLARS AND NO CENTS (\$349,816.00). The contract will also include four (4) Bid Alternates for remaining roofs on the site. Bid Alternate #1 of SEVENTY-FOUR THOUSAND, SEVEN HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$74,732.00). Bid Alternate #2 of NINETY-FIVE THOUSAND, THREE HUNDRED TEN DOLLARS AND NO CENTS (\$95,310.00). Bid Alternate #3 of THIRTY THOUSAND, EIGHTY-SEVEN DOLLARS AND NO CENTS (\$30,087.00).

Bid Alternate #4 of SIXTY-THREE THOUSAND, SEVEN HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$63,745.00). The District will include SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$75,000) in the contract for a District controlled allowance for unforeseen conditions. This contract is for SIX HUNDRED EIGHTY-EIGHT THOUSAND, SIX HUNDRED NINETY DOLLARS AND NO CENTS (\$688,690.00)

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract between Mountain Roofing Systems and Center Joint Unified School District for the Roofing at Center High School Annex Building Project #24-11.

AGREEMENT FORM

THIS AGREEMENT, entered into this **15th** day of **May, 2024** in the County of Sacramento of the State of California, by and between the **Center Joint Unified School District**, hereinafter called the "District" or the "CJUSD", and **Mountain Roofing Systems**, hereinafter called the "Contractor".

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

ARTICLE I - 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 the Project No. 24-11: **Roofing at Center High School Annex Buildings** in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the CJUSD 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 (as applicable), 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 CJUSD Facilities 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 District may give notice to proceed within **ninety (90) days** of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within one hundred twenty-eight (128) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). 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 each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District 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 District. 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 District'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 District within ten (10) days after receipt by the Contractor of the District'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 District, the District 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 CJUSD 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 District the sum of **Five Hundred Dollars (\$500) 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 District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The District 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 Contract Price of **SIX HUNDRED EIGHTY EIGHT THOUSAND SIX HUNDRED NINETY DOLLARS AND NO CENTS (\$688,690.00)** is based on the Contractors Base Bid for the Ken Thomas Gymnasium and the Multi-Purpose Room of **THREE HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS AND NO CENTS (\$349,816.00)** and Bid Alternate #1 of **SEVENTY FOUR THOUSAND SEVEN HUNDRED THIRTY TWO DOLLARS AND NO CENTS (\$74,732.00)**, Bid Alternate #2 of **NINETY FIVE THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS (\$95,310.00)**, Bid Alternate #3 of **THIRTY THOUSAND EIGHTY SEVEN DOLLARS AND NO CENTS (\$30,087.00)**, and Bid Alternate #4 of **SIXTY THREE THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS AND NO CENTS (\$63,745.00)**. The District will include **SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$75,000.00)** for unforeseen conditions. Payment shall be made as set forth in the General Conditions.

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 District, 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 District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, 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, District, 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 District, 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 District.

(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 District, 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 District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(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.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

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 District, 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 District, 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 District, 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 Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - 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 7 - 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:

- Notice Inviting Bids
- Instructions to Bidders
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Guarantee Form
- Bid Bond
- Bid Form
- Contractor's Certificate Regarding Worker's Compensation
- Acknowledgement of Bidding Practices Regarding Indemnity
- Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement
- Contractor's Certification Regarding Background Checks
- General Liability Endorsement
- Automobile Liability Endorsement
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco Free Campus
- General Conditions
- Special Conditions
- General Requirements
- Exhibits
- All Addenda as Issued
- Drawings/Plans
- Substitution Request Form
- Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

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 8 - 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 District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

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 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District 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.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

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)



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Melissa Oliver, Dudley Elementary

Initials:

mlo

SUBJECT: Disposal of surplus items

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

Dudley Elementary School would like to surplus the following item that is broken and beyond repair:

True Refrigerator - Identification Tag: 003136CNUSD

This item will be disposed of pending board approval.

RECOMMENDED BOARD ACTION:

Recommend the Board of Trustees approve surplus of the refrigerator.

Agenda Item: XIII-31



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 5/15/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado

Initials:

LC

SUBJECT: APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT PAYROLL ORDERS

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

THE GOVERNING BOARD IS ASKED TO APPROVE THE ATTACHED PAYROLL ORDERS FOR APRIL 2024.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the District Payroll Orders for April 2024.

PAY282 L.00.03

PAYNAME: REG

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 04/30/2024

04/24/24 PAGE 1

FUND : 01

GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	2,006,820.07
1200	CERT PUPIL SUPPORT SALARIES	161,005.58
1300	CERT SUPERV & ADMIN SALARIES	209,056.73
1900	OTHER CERTIFICATED SALARIES	117,940.32
2100	INSTRUCTIONAL AIDES SALARIES	267,392.67
2200	CLASSIFIED SUPPORT SALARIES	392,313.47
2300	CLASS SUPERV & ADMIN SALARIES	55,372.92
2400	Clerical & Office Salaries	174,117.74
2500	Confidential Employees	32,468.40
2900	OTHER CLASSIFIED SALARIES	37,337.92
3400	*** NOT ON FILE ***	5,357.38
3700	*** NOT ON FILE ***	1,184.04
3900	*** NOT ON FILE ***	3,588.26
5200	Travel & Conference	500.00
	TOTAL FUND	3,464,455.50

PAY282 L.00.03
PAYNAME: REG
DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****
PAYROLL LABOR SUMMARY BY OBJECT
FOR WARRANTS DATED 04/30/2024

04/24/24 PAGE 2
FUND : 13 CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	66,651.70
2300	CLASS SUPERV & ADMIN SALARIES	8,457.85
2400	Clerical & Office Salaries	9,958.02
3400	*** NOT ON FILE ***	216.00
3900	*** NOT ON FILE ***	164.80
	TOTAL FUND	85,448.37
	TOTAL DISTRICT:	3,549,903.87

SALARY EXPENDITURE:	\$3,549,903.87	
01-9110		\$3,313,777.31
99-9621		\$221,659.32
99-9621		\$345,296.19
	-----	-----
	\$3,549,903.87	\$3,880,732.82

PAY282 L.00.03

PAYNAME: VAR

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 05/10/2024

05/03/24 PAGE 1

FUND : 01

GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	152,531.67
1200	CERT PUPIL SUPPORT SALARIES	6,911.60
1900	OTHER CERTIFICATED SALARIES	7,598.00
2100	INSTRUCTIONAL AIDES SALARIES	7,537.63
2200	CLASSIFIED SUPPORT SALARIES	26,128.12
2400	Clerical & Office Salaries	4,965.18
2500	Confidential Employees	1,792.96
2900	OTHER CLASSIFIED SALARIES	9,265.77
	TOTAL FUND	216,730.93

PAY282 L.00.03

PAYNAME: VAR

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 05/10/2024

05/03/24 PAGE 2

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	5,825.15
	TOTAL FUND	5,825.15
	TOTAL DISTRICT:	222,556.08

SALARY EXPENDITURE:	\$222,556.08	
01-9110		\$223,492.45
99-9621		\$936.37-
99-9621		\$300.00
	-----	-----
	\$222,556.08	\$222,856.08

Agenda Item: XIII-32



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 5/15/24

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado

Initials:

LC

SUBJECT: Commercial Warrant Registers

☒ **Action Item**

☐ **Information Item**

Attached Pages 11

BACKGROUND:

April 4, 2024 \$980,001.05
April 11, 2024 \$972,938.12
April 18, 2024 \$799,345.80

The commercial warrant payments to vendor totals
\$2,752,284.97

RECOMMENDED BOARD ACTION:

That the CJUSD Board of Trustees approve the Supplemental Agenda-Vendor Warrants as presented.

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
243142	4IMPRINT INC	bags	1,680.20	CENTER HIGH SCHOOL
243186	ABRAHAM SAMUEL	REFEREES FOR SPORTING EVENTS	735.00	BUSINESS SERVICES
243187	ABRAHAM SAMUEL	REFEREES FOR SPORTING EVENTS	1,470.00	BUSINESS SERVICES
243129	ACCESS LANGUAGE CONNECTION	ASL INTERPRETERS FOR MEETING	1,242.50	CURRICULUM & INSTRUCTION
242824	AHMAD NAZARI BASIR	B.NAZARI MARCH 2024 MILEAGE	45.02	COMPUTER SERVICES
242883	ALL MY BEST INC	TSHIRTS FOR HOUSESCHOOL CULTUR	1,594.70	NORTH COUNTRY ELEMENTARY
243049	AMADOR STAGE LINES	CHS VARIOUS	14,106.44	PERSONNEL SERVICES
243007	AMAZING ANIMAL WORLD	ANIMAL PRESENTATIONS	1,030.00	NORTH COUNTRY ELEMENTARY
242829	AMAZON CAPITAL SERVICES INC	SUPPLIES - LIBRARY	106.20	WILSON RILES MIDDLE SCHOOL
242834	AMAZON CAPITAL SERVICES INC	3RD GRADE STEAM BOOKS	24.52	REX FORTUNE ELEMENTARY
242836	AMAZON CAPITAL SERVICES INC	SUPPLIES-MISC. TECH.	2,533.47	WILSON RILES MIDDLE SCHOOL
242845	AMAZON CAPITAL SERVICES INC	TITLE IV STEAM SUPPLIES	1,870.52	REX FORTUNE ELEMENTARY
242846	AMAZON CAPITAL SERVICES INC	TITLE IV STEAM LAB SUPPLIES	1,153.82	REX FORTUNE ELEMENTARY
242847	AMAZON CAPITAL SERVICES INC	SUPPLIES	96.96	ARTHUR S. DUDLEY ELEMENTARY
242848	AMAZON CAPITAL SERVICES INC	SUPPLIES	152.88	ARTHUR S. DUDLEY ELEMENTARY
242859	AMAZON CAPITAL SERVICES INC	SCIENCE CLUB SUPPLIES	82.18	NORTH COUNTRY ELEMENTARY
242862	AMAZON CAPITAL SERVICES INC	ADMIN ORDER	145.72	SPINELLI ELEMENTARY
242870	AMAZON CAPITAL SERVICES INC	SUPPLIES	334.02	SPECIAL EDUCATION
242874	AMAZON CAPITAL SERVICES INC	Headphones/lesson plan book	227.31	CENTER HIGH SCHOOL
242876	AMAZON CAPITAL SERVICES INC	desk/chairs/map	408.81	CENTER HIGH SCHOOL
242878	AMAZON CAPITAL SERVICES INC	attendance printer machine	238.10	CENTER HIGH SCHOOL
242879	AMAZON CAPITAL SERVICES INC	student games/shredder	282.18	CENTER HIGH SCHOOL
242881	AMAZON CAPITAL SERVICES INC	CLASS SUPPLIES	420.54	MCCLELLAN HIGH SCHOOL
242882	AMAZON CAPITAL SERVICES INC	SUPPLIES	304.65	SPECIAL EDUCATION
242888	AMAZON CAPITAL SERVICES INC	TITLE IV 1ST GRADE MATERIALS	649.23	REX FORTUNE ELEMENTARY
242898	AMAZON CAPITAL SERVICES INC	SUPPLIES	161.05	SPECIAL EDUCATION
242899	AMAZON CAPITAL SERVICES INC	supplies	204.29	SPECIAL EDUCATION
242900	AMAZON CAPITAL SERVICES INC	SUPPLIES - SP ED	88.10	WILSON RILES MIDDLE SCHOOL
242901	AMAZON CAPITAL SERVICES INC	SUPPLIES	717.05	CURRICULUM & INSTRUCTION
242902	AMAZON CAPITAL SERVICES INC	SUPPLIES - ADMIN/CLASSROOM	853.11	WILSON RILES MIDDLE SCHOOL
242905	AMAZON CAPITAL SERVICES INC	SUPPLIES	163.51	SPECIAL EDUCATION
242910	AMAZON CAPITAL SERVICES INC	BOOKS FOR ALDEN	50.84	SPINELLI ELEMENTARY
242913	AMAZON CAPITAL SERVICES INC	TABLE FOR NURSES OFFICE	36.61	REX FORTUNE ELEMENTARY
242914	AMAZON CAPITAL SERVICES INC	mask/stuffing/caps student pro	288.20	CENTER HIGH SCHOOL
242918	AMAZON CAPITAL SERVICES INC	student service wax kits	948.71	CENTER HIGH SCHOOL
242920	AMAZON CAPITAL SERVICES INC	Soldering project and tape dis	209.78	CENTER HIGH SCHOOL
242925	AMAZON CAPITAL SERVICES INC	strap/ball collector	132.47	CENTER HIGH SCHOOL
242931	AMAZON CAPITAL SERVICES INC	tape/spikes/leg massage unit	427.57	CENTER HIGH SCHOOL
242935	AMAZON CAPITAL SERVICES INC	staples/index cars/markers/tap	161.56	CENTER HIGH SCHOOL
242936	AMAZON CAPITAL SERVICES INC	student uniforms	839.15	CENTER HIGH SCHOOL
242937	AMAZON CAPITAL SERVICES INC	paper/paint/markers/pens/sharp	2,312.78	CENTER HIGH SCHOOL
242938	AMAZON CAPITAL SERVICES INC	games/paper/shredder/batteris	668.03	CENTER HIGH SCHOOL
242947	AMAZON CAPITAL SERVICES INC	KINDER SUPPLIES/PE/CULTURE	392.15	NORTH COUNTRY ELEMENTARY
242950	AMAZON CAPITAL SERVICES INC	ELOP SUPPLIES	9,168.63	FAMILY RESOURCE CENTER
242951	AMAZON CAPITAL SERVICES INC	SUPPLIES	45.07	ARTHUR S. DUDLEY ELEMENTARY
242952	AMAZON CAPITAL SERVICES INC	SUPPLIES	181.95	ARTHUR S. DUDLEY ELEMENTARY
242953	AMAZON CAPITAL SERVICES INC	SUPPLIES	183.69	ARTHUR S. DUDLEY ELEMENTARY
242955	AMAZON CAPITAL SERVICES INC	cones	28.93	CENTER HIGH SCHOOL
242956	AMAZON CAPITAL SERVICES INC	Cardstock/sticky notes/pencils	80.35	CENTER HIGH SCHOOL
242957	AMAZON CAPITAL SERVICES INC	INCENTIVES/PE EQUIPT/K-6 SUPPL	1,241.40	NORTH COUNTRY ELEMENTARY
242959	AMAZON CAPITAL SERVICES INC		10,974.44	CENTER HIGH SCHOOL

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242960	AMAZON CAPITAL SERVICES INC	ball bearings and oscilloscope	224.73	CENTER HIGH SCHOOL
242961	AMAZON CAPITAL SERVICES INC	SUPPLIES	2,188.48	SPECIAL EDUCATION
242962	AMAZON CAPITAL SERVICES INC	cabinets	455.78	CENTER HIGH SCHOOL
242963	AMAZON CAPITAL SERVICES INC	SUPPLIES	19.38	SPECIAL EDUCATION
242968	AMAZON CAPITAL SERVICES INC	greenscreen/lights/gloves/ladd	1,810.37	CENTER HIGH SCHOOL
242972	AMAZON CAPITAL SERVICES INC	SUPPLIES	191.75	SPECIAL EDUCATION
242974	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,673.94	SPECIAL EDUCATION
242975	AMAZON CAPITAL SERVICES INC	balls, range finder, tees, tow	935.72	CENTER HIGH SCHOOL
242979	AMAZON CAPITAL SERVICES INC	storage container/golf towel	92.64	CENTER HIGH SCHOOL
242981	AMAZON CAPITAL SERVICES INC	games	621.44	CENTER HIGH SCHOOL
242982	AMAZON CAPITAL SERVICES INC	buzzer game piece for studetn	85.33	CENTER HIGH SCHOOL
242983	AMAZON CAPITAL SERVICES INC	CORDS/CHARGERS	112.62	MAINTENANCE
242986	AMAZON CAPITAL SERVICES INC	stunt stand	966.52	CENTER HIGH SCHOOL
242988	AMAZON CAPITAL SERVICES INC	pens tape contains cards	714.49	CENTER HIGH SCHOOL
242989	AMAZON CAPITAL SERVICES INC	pens, paper, markers, pencils,	771.71	CENTER HIGH SCHOOL
242990	AMAZON CAPITAL SERVICES INC	string reeds tool pencils	326.82	CENTER HIGH SCHOOL
242992	AMAZON CAPITAL SERVICES INC	glue pencils post it sanitizer	113.78	CENTER HIGH SCHOOL
242995	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	64.61	BUSINESS SERVICES
242996	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	51.35	BUSINESS SERVICES
243009	AMAZON CAPITAL SERVICES INC	SUPPLIES	685.99	ARTHUR S. DUDLEY ELEMENTARY
243018	AMAZON CAPITAL SERVICES INC	bat balls tarp steaks	541.96	CENTER HIGH SCHOOL
243019	AMAZON CAPITAL SERVICES INC	SUPPLIES	211.90	ARTHUR S. DUDLEY ELEMENTARY
243024	AMAZON CAPITAL SERVICES INC	MV SUPPLIES	4,536.29	FAMILY RESOURCE CENTER
243029	AMAZON CAPITAL SERVICES INC	guide/screen press/dry rack/s	590.33	CENTER HIGH SCHOOL
243032	AMAZON CAPITAL SERVICES INC	classroom posters math	262.30	CENTER HIGH SCHOOL
243040	AMAZON CAPITAL SERVICES INC	SUPPLIES	44.17	SPECIAL EDUCATION
243064	AMAZON CAPITAL SERVICES INC	ADAPTERS FOR PROJECTORS	72.12	WILSON RILES MIDDLE SCHOOL
243065	AMAZON CAPITAL SERVICES INC	AWARD CERTIFICATES	107.64	WILSON RILES MIDDLE SCHOOL
243069	AMAZON CAPITAL SERVICES INC	SUPPLIES	438.13	SPECIAL EDUCATION
243071	AMAZON CAPITAL SERVICES INC	SUPPLIES	13.44	SPECIAL EDUCATION
243072	AMAZON CAPITAL SERVICES INC	Nets/straps/cones	158.26	CENTER HIGH SCHOOL
243086	AMAZON CAPITAL SERVICES INC	SUPPLIES	195.80	ARTHUR S. DUDLEY ELEMENTARY
243087	AMAZON CAPITAL SERVICES INC	SUPPLIES	116.74	ARTHUR S. DUDLEY ELEMENTARY
243089	AMAZON CAPITAL SERVICES INC	SUPPLIES	243.05	ARTHUR S. DUDLEY ELEMENTARY
243091	AMAZON CAPITAL SERVICES INC	SUPPLIES	75.39	ARTHUR S. DUDLEY ELEMENTARY
243092	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,704.09	ARTHUR S. DUDLEY ELEMENTARY
243093	AMAZON CAPITAL SERVICES INC	SUPPLIES	393.83	ARTHUR S. DUDLEY ELEMENTARY
243095	AMAZON CAPITAL SERVICES INC	WALL CHARGERS FOR STEAM	40.92	REX FORTUNE ELEMENTARY
243102	AMAZON CAPITAL SERVICES INC	BULLYING PREVENTION SUPPLIES	2,908.17	FAMILY RESOURCE CENTER
243105	AMAZON CAPITAL SERVICES INC	BACK TO SCHOOL BASH	1,280.40	FAMILY RESOURCE CENTER
243106	AMAZON CAPITAL SERVICES INC	cart/ball pump/bags/battery	577.63	CENTER HIGH SCHOOL
243107	AMAZON CAPITAL SERVICES INC	Coopwood/Poor	274.72	CENTER HIGH SCHOOL
243108	AMAZON CAPITAL SERVICES INC	STUDENT INCENTIVES AND SUPPLIE	1,705.23	NORTH COUNTRY ELEMENTARY
243110	AMAZON CAPITAL SERVICES INC	keyboard	37.69	CENTER HIGH SCHOOL
243113	AMAZON CAPITAL SERVICES INC	bracelts for student event	98.98	CENTER HIGH SCHOOL
243117	AMAZON CAPITAL SERVICES INC	SUPPLIES	968.00	SPECIAL EDUCATION
243133	AMAZON CAPITAL SERVICES INC	SUPPLIES	362.76	ARTHUR S. DUDLEY ELEMENTARY
243134	AMAZON CAPITAL SERVICES INC	AMAZON TECH END OF YEAR	1,325.87	COMPUTER SERVICES
243140	AMAZON CAPITAL SERVICES INC	ELOP SUPPLIES	1,850.20	FAMILY RESOURCE CENTER
243141	AMAZON CAPITAL SERVICES INC	puzzle whiteboard pegs	565.20	CENTER HIGH SCHOOL
243144	AMAZON CAPITAL SERVICES INC	cables drive batteries cords	802.07	CENTER HIGH SCHOOL

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
243148	AMAZON CAPITAL SERVICES INC	ATTENDANCE AND ENGAGEMENT	452.83	FAMILY RESOURCE CENTER
243152	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	163.80	SPECIAL EDUCATION
243154	AMAZON CAPITAL SERVICES INC	SUPPLIES	688.58	ARTHUR S. DUDLEY ELEMENTARY
243155	AMAZON CAPITAL SERVICES INC	OFFICE CHAIR	203.08	BUSINESS SERVICES
243176	AMAZON CAPITAL SERVICES INC	SUPPLIES	86.57	SPECIAL EDUCATION
243177	AMAZON CAPITAL SERVICES INC	SENSORY TABLES	215.48	SPECIAL EDUCATION
243179	AMAZON CAPITAL SERVICES INC	SUPPLIES	279.61	SPECIAL EDUCATION
243181	AMAZON CAPITAL SERVICES INC	DYSLEXIA ORDER	86.00	SPINELLI ELEMENTARY
243183	AMAZON CAPITAL SERVICES INC	DOCKING STATION & MONITOR	317.84	SPECIAL EDUCATION
243189	AMAZON CAPITAL SERVICES INC	SUPPLIES	411.25	CURRICULUM & INSTRUCTION
243198	AMAZON CAPITAL SERVICES INC	DYSLEXIA FINAL ORDER	3,008.94	SPINELLI ELEMENTARY
243202	AMAZON CAPITAL SERVICES INC	PRESCHOOL SUPPLIES	360.65	SPECIAL EDUCATION
243216	AMAZON CAPITAL SERVICES INC	PUSH PINS/PHOTO FRAMES	40.88	REX FORTUNE ELEMENTARY
242973	AMIRI MOHAMMAD	M.AMIRI MILEAGE MARCH 2024	26.20	COMPUTER SERVICES
242839	APPLE COMPUTER	TECH MACBOOK PRO GRAHAM	4,378.57	COMPUTER SERVICES
242976	APPLE COMPUTER	APPLE VOUCHER FOR A.MORISSETTE	380.00	COMPUTER SERVICES
243118	APPLE COMPUTER		6,045.69	COMPUTER SERVICES
243168	APPLE COMPUTER	APPLE VOUCHER TRACIE D	50.00	COMPUTER SERVICES
242833	ARMIENTA ABIGAIL	EMPLOYEE MILE REIMB MARCH '24	48.78	FAMILY RESOURCE CENTER
242854	ARMIENTA ABIGAIL	EMPLOYEE MILE REIMB FEB 2024	8.58	FAMILY RESOURCE CENTER
243061	ASSIST TEAM LLC	STRUCTURED RECESS SUPPORT	8,896.00	WILSON RILES MIDDLE SCHOOL
243209	ASSOCIATED VALUATION SERVICES	YELLOW ASSET TAGS	900.00	MAINTENANCE
242928	ATLAS DISPOSAL INDUSTRIES	40 yd dumpster	646.77	OAK HILL ELEMENTARY
243125	ATLAS DISPOSAL INDUSTRIES	DUMP REMOVAL	551.27	ARTHUR S. DUDLEY ELEMENTARY
242838	B & H PHOTO-VIDEO	TECH BOARD UPS SWITCHES	4,612.41	COMPUTER SERVICES
242860	B & H PHOTO-VIDEO	HDMI CABLES	228.97	REX FORTUNE ELEMENTARY
242946	B & H PHOTO-VIDEO	TECH NETWORK CABLES	222.05	COMPUTER SERVICES
243088	B & H PHOTO-VIDEO	Tech - End Of Year	14,462.67	COMPUTER SERVICES
243200	B & H PHOTO-VIDEO	TECH MICS RJ45 USB DRIVES	1,797.86	COMPUTER SERVICES
242823	BAIONI RON	R.BAIONI MARCH 2024 MILEAGE	19.70	COMPUTER SERVICES
242819	BAROBO INC	ROBOEXPLORATION ACTIVITY MAT	644.85	REX FORTUNE ELEMENTARY
243026	BARRERA THOR	Balls claim form	195.70	CENTER HIGH SCHOOL
242896	BATTERIES PLUS BLUBS	BATTERIES FOR CUST EQUIP	606.93	MAINTENANCE
243036	BATTERIES PLUS BLUBS	Batteries for cart (Emma)	1,154.96	CENTER HIGH SCHOOL
243201	BERCO REDWOOD INC	LUMBER - MAINT SHOP	2,015.07	MAINTENANCE
243208	BIDWELL H2O	Water service for OH	0.00	OAK HILL ELEMENTARY
242999	BJOREM SPEECH PUBLICATIONS LLC	SPEECH SUPPLIES	71.87	SPECIAL EDUCATION
242923	BLAISDELLS BUSINESS PRODUCTS	pencils/staples/folders/pens	765.33	CENTER HIGH SCHOOL
242965	BLAISDELLS BUSINESS PRODUCTS	markers expo	121.33	CENTER HIGH SCHOOL
242863	BOLIARD MATTHEW	MILEAGE REIMBURSEMENT-CONF	540.02	SPECIAL EDUCATION
243172	BOLIARD MATTHEW	CONFERENCE REIMBURSEMENT	798.06	SPECIAL EDUCATION
243005	BRADY ASHLEY	miliage claim	52.27	CENTER HIGH SCHOOL
242825	BREAKOUT EDU	BREAKOUT EDU SUBSCRIPTION/KIT	1,284.00	REX FORTUNE ELEMENTARY
243000	BSN SPORTS LLC	SUPPLIES - PE	657.56	WILSON RILES MIDDLE SCHOOL
243146	BUTTES/CENTER STATE PIPE &	PLUMBING SUPPLIES - DIST STOCK	1,183.04	MAINTENANCE
243169	BUTTES/CENTER STATE PIPE &	HOT WATER HEATER - OAK HILL	1,064.25	MAINTENANCE
243015	CALIFORNIA DEPT OF TAX AND FEE	DIESEL EXEMPT FUEL FEE	48.00	PERSONNEL SERVICES
242909	CALIFORNIA FBLA	Hotel room for FBLA conference	6,240.00	CENTER HIGH SCHOOL
242911	CALIFORNIA FBLA	FBLA student conference	1,670.00	CENTER HIGH SCHOOL
243046	CATALYST FAMILY INC	INVOICE 3006-MAR24	63,229.91	FAMILY RESOURCE CENTER
242850	CCHAT CENTER SACRAMENTO	NON-PUBLIC	16,000.00	SPECIAL EDUCATION

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242808	CDW-G INC	TECH - FIBER CABLES AND ARUBA	1,603.86	COMPUTER SERVICES
242861	CDW-G INC	TECH FLUKE NETWORK TESTER	3,080.92	COMPUTER SERVICES
243014	CDW-G INC	Microsoft office	203.04	CENTER HIGH SCHOOL
243210	CDW-G INC	TECH CRADLEPOINT	2,438.20	COMPUTER SERVICES
242966	CENGAGE LEARNING	TEXTBOOKS	9,961.65	CURRICULUM & INSTRUCTION
242857	CENTER UNIFIED REVOLVING FUND	PURPLE CORD DINNER	50.00	SUPERINTENDENT OFFICE
243194	CENTER UNIFIED REVOLVING FUND	REIM REV FUND FOR PAYROLL	1,335.28	BUSINESS SERVICES
243195	CENTER UNIFIED REVOLVING FUND	REIMB REV FUND RET MED BENE	176.86	BUSINESS SERVICES
242875	CHANEY AMY	travel expense form	1,366.47	CENTER HIGH SCHOOL
243130	CHANEY AMY	Claim fo field trip	169.13	CENTER HIGH SCHOOL
243145	CHANEY AMY	claim form flight	344.97	CENTER HIGH SCHOOL
243051	CHARTER AMERICA	CHS VARIOUS	4,711.50	PERSONNEL SERVICES
242985	CHEFS TOYS	VITAMIX BLENDERS	15,731.50	NUTRITION SERVICES
242916	CLEAR VIEW WINDOWS		565.00	MAINTENANCE
243193	CLEAR VIEW WINDOWS	WINDOW RPLCMNT SVC - DUDLEY	490.00	MAINTENANCE
243132	CLEMENTS KRISTEN	claim for field trip	144.36	CENTER HIGH SCHOOL
243156	CLEMENTS KRISTEN	travel claim form	80.04	CENTER HIGH SCHOOL
243197	CLEMENTS KRISTEN	travel expense form	170.25	CENTER HIGH SCHOOL
243164	COMMITTEE FOR CHILDREN	ELOP SUPPLIES	2,957.74	FAMILY RESOURCE CENTER
243104	COSCO FIRE PROTECTION INC	SYR SPRINKLER INSPECTION SVC	3,700.00	MAINTENANCE
242993	COUNTY OF SACRAMENTO	FISCAL AGENT FEES23/24 2ND QTR	3,831.19	BUSINESS SERVICES
242994	COUNTY OF SACRAMENTO	FISCAL AGENT FEES 23/241STQTR	3,861.15	BUSINESS SERVICES
242892	CREATIVE MATHEMATICS	1ST GRADE DICE ORDER	64.65	REX FORTUNE ELEMENTARY
242814	CROSHAL CHRISTINA	TRAVEL EXPENSE CLAIM FORM	985.99	CURRICULUM & INSTRUCTION
242872	DAILY RECORDER	PUBLICATION OF NOTICE	155.15	SUPERINTENDENT OFFICE
243180	DANIELSEN CO., THE	CANNED FRUIT	1,491.60	NUTRITION SERVICES
243057	DELL MARKETING L.P.	DELL XPS LAPTOP SARA PETERSON	1,480.89	COMPUTER SERVICES
243103	DEMCO INC	SUPPLIES	173.99	ARTHUR S. DUDLEY ELEMENTARY
242978	DOCUMENT TRACKING SERVICES	FEB STATEMENT	442.34	CURRICULUM & INSTRUCTION
242886	DUTT KARISHMA	MONTHLY MILEAGE NURSE - MARCH	120.67	CURRICULUM & INSTRUCTION
242804	FARREL JASON	CISC CONFERENCE REIMBURSEMENT	537.38	CURRICULUM & INSTRUCTION
242893	FARREL JASON	FARREL COFFEE/CUPS REIM	102.29	REX FORTUNE ELEMENTARY
243143	FERGUSON MELISSA	claim for headphones testing	527.87	CENTER HIGH SCHOOL
242889	FIRESTONE COMPLETE AUTO CARE	OIL CHANGE / MAINT VEHICLE	151.66	MAINTENANCE
242987	FLINN SCIENTIFIC INC	owl pallets slides optics stra	715.04	CENTER HIGH SCHOOL
243006	FOLLETT CONTENT SOLUTIONS LLC	Library books	1,721.46	CENTER HIGH SCHOOL
243068	FOLLETT CONTENT SOLUTIONS LLC	Library books	399.59	CENTER HIGH SCHOOL
243060	FREITAS JOELLE	REIM FOR CONSTRUCTION CLUB	17.21	NORTH COUNTRY ELEMENTARY
242971	FRENCH DAVID L.	TRAVEL EXPENSE CLAIM FORM	1,263.82	MCCLELLAN HIGH SCHOOL
243058	FUTURE FORD OF SACRAMENTO	A/C LABOR & MATERIALS VEH #82	4,933.73	MAINTENANCE
242895	G & T TRUCK REPAIR INC	Repair on Tractor Veh #98	1,508.54	MAINTENANCE
243083	GLOBAL INDUSTRIAL	AEROSOL DISPOSAL SYSTEM	1,288.70	MAINTENANCE
242832	GONZALEZ SARA	EMPLOYEE MILEAGE MARCH '24	28.68	FAMILY RESOURCE CENTER
243066	GOPHER SPORT	PE EQUIPMENT	1,503.41	WILSON RILES MIDDLE SCHOOL
242940	GREEN KENDRA	MV PARENT MILE REIM MARCH	62.40	FAMILY RESOURCE CENTER
243028	HAWKINS OFFICIATING SERVICE	OFFICIATING SERVICES	1,180.00	WILSON RILES MIDDLE SCHOOL
242840	HEARTBEAT CPR EDUCATORS	CPR TRAINING	75.00	PERSONNEL SERVICES
243162	HEATH ELIZABETH	R- Supplemental books, sticker	124.35	OAK HILL ELEMENTARY
242837	HILLYARD INC.	TRIDENT AND VANG PM	2,681.53	MAINTENANCE
242922	HO YNG-AI-TRACY	REIMBURSEMENT SASHA CONFERENCE	150.00	SPECIAL EDUCATION
243151	HOME DEPOT	A/C UNIT-DUDLEY CATALYST KIDS	571.06	MAINTENANCE

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
243192	HOME DEPOT	BOXES	216.41	MAINTENANCE
242949	HOME SCIENCE TOOLS	GATE MATERIALS	1,901.09	SPINELLI ELEMENTARY
243213	HOME SCIENCE TOOLS	ELOP SUPPLIES	8,713.96	FAMILY RESOURCE CENTER
242919	HUGHEY DOUG	travel calim form	19.02	CENTER HIGH SCHOOL
242907	IML SECURITY SUPPLY	SUPPLIES (DOORS, LOCKS, ETC.)	10,000.00	MAINTENANCE
243170	IML SECURITY SUPPLY	SECURITY SUPPLIES	2,253.81	MAINTENANCE
243112	INST OF ED AND RESEARCH INC	teacher conference	1,813.00	CENTER HIGH SCHOOL
243215	JABBERGYM LLC	OPEN PO FOR PT/SPEECH SERVICES	150,000.00	SPECIAL EDUCATION
242855	JACKSON OILL JULIA	MARCH EMPLOYE MILE REIMB	34.57	FAMILY RESOURCE CENTER
243124	JBEILY TAMI	REIMBURSEMENTS	187.56	BUSINESS SERVICES
242932	JEFFREY, MYKEL	REIM TRAVEL EXPENSES/LAS VEGAS	30.00	NORTH COUNTRY ELEMENTARY
243020	JOHNSON CONTROLS FIRE	SVC FIRE EXTS. & ANSUL - REX F	1,051.02	MAINTENANCE
243159	JOPE BRINA	claim for field trip	212.19	CENTER HIGH SCHOOL
242917	JORDAN MICHAEL	CISC CONFERENCE REIMBURSEMENT	780.28	CURRICULUM & INSTRUCTION
243099	JOSTENS INC.	cords for grad seal of bil	421.20	CENTER HIGH SCHOOL
242856	Jew Kelly	MILEAGE REIMBURSEMENTMARCH	65.26	FAMILY RESOURCE CENTER
242929	KENNY SHERRIE	MV PARENT MILE REIMB MARCH	35.10	FAMILY RESOURCE CENTER
243081	KIMBALL MIDWEST	MAINT SUPPLIES	30.03	MAINTENANCE
243082	KIMBALL MIDWEST	MAITENANCE SUPPLIES	564.50	MAINTENANCE
243157	KINNEY HAYLEY	UC DAVIS C-STEM SYMPOSIUM	770.13	CURRICULUM & INSTRUCTION
243094	KIATT BEN	Felt paint bags pan teacher pr	138.37	CENTER HIGH SCHOOL
242991	LAKESHORE	paper roll	56.00	CENTER HIGH SCHOOL
242810	LAKESHORE LEARNING MATERIA LLC	MOBILE DRYING RACKS FOR STEAM	1,803.74	REX FORTUNE ELEMENTARY
242891	LAKESHORE LEARNING MATERIA LLC	1ST GRADE TITLE IV LAKESHORE	569.87	REX FORTUNE ELEMENTARY
243041	LAU CHANDRA	REIMBURSEMENT	440.00	SPECIAL EDUCATION
242817	LAUREL STOLFUS	TRAVEL EXPENSE CLAIM FORM	1,420.12	CURRICULUM & INSTRUCTION
242815	LAWSON BECKY	TRAVEL EXPENSE CLAIM FORM	224.42	CURRICULUM & INSTRUCTION
243167	LEARN 21	SUSBScription ONE TO ONE MANAG	6,320.58	COMPUTER SERVICES
242924	LES SCHWAB TIRE CENTER	tire for cart repair	26.13	CENTER HIGH SCHOOL
242852	LESLIE PETERSEN	PARENT MILEAGE	401.91	SPECIAL EDUCATION
243150	LESLIE PETERSEN	MILEAGE REIMBURSEMENT	3,000.00	SPECIAL EDUCATION
243173	LESLIE PETERSEN	MILEAGE REIMBURSEMENT-PARENT	137.94	SPECIAL EDUCATION
242934	LIEUTENANT COOPWOOD III	Claim form for tournament	300.00	CENTER HIGH SCHOOL
242977	LOY MATTISON ENTERPRISES	ERATE PROJECT FEB - MAR 2024	1,680.00	COMPUTER SERVICES
243052	LUX BUS AMERICA CO	CHS GOLF/VOLLEYBALL	3,871.49	PERSONNEL SERVICES
243030	MAGEDMAN JAMES	travel FBLa trip	300.00	CENTER HIGH SCHOOL
243031	MAGEDMAN JAMES	claim form for subscription	138.00	CENTER HIGH SCHOOL
243116	MAGEDMAN JAMES	Microsoft access no p.o's	319.98	CENTER HIGH SCHOOL
243135	MAGEDMAN JAMES	shuttle service	45.00	CENTER HIGH SCHOOL
243158	MAGEDMAN JAMES	claim form for travel	219.76	CENTER HIGH SCHOOL
243207	MAILHO KATHERINE	R-pipe cleaners, glue googly e	69.55	OAK HILL ELEMENTARY
242885	MARTINEZ EMILY ANNE	MONTHLY MILEAGE NURSE - MARCH	14.47	CURRICULUM & INSTRUCTION
243085	MATH STACKERS INC	MATH MANIPULATIVES 4TH GRADE	6,209.63	NORTH COUNTRY ELEMENTARY
243111	MATH STACKERS INC	MATH MANIPULATIVES 4TH&2ND GRA	1,645.34	NORTH COUNTRY ELEMENTARY
242912	MAZA JESSICA	MILEAGE REIMBURSEMENT MARCH	10.32	FAMILY RESOURCE CENTER
242942	MCCLEAN JEANNE OCHOA	MV PARENT MILE REIMB MARCH	197.08	FAMILY RESOURCE CENTER
242967	MCGRAW-HILL EDUCATION	TEXTBOOKS	3,897.65	CURRICULUM & INSTRUCTION
242969	MCGRAW-HILL EDUCATION	TEXTBOOKS	5,462.11	CURRICULUM & INSTRUCTION
242970	MCGRAW-HILL EDUCATION	TEXTBOOKS	38,282.62	CURRICULUM & INSTRUCTION
243042	MCGRAW-HILL EDUCATION	TEXTBOOKS	6,972.89	CURRICULUM & INSTRUCTION
243044	MCGRAW-HILL EDUCATION	TEXTBOOKS	10,670.98	CURRICULUM & INSTRUCTION

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
243054	MGM TRANSPORTATION INC	CHS VARIOUS	4,600.00	PERSONNEL SERVICES
243136	MGM TRANSPORTATION INC	CHS BASEBALL/SOFTBALL	2,575.00	PERSONNEL SERVICES
243048	MICHAEL'S TRANSPORTATION SERV.	CHS VOLLEYBALL/GOLDEN SIERRA	1,266.00	PERSONNEL SERVICES
243062	MICHELE KOSCHEKA	REIMB - CAFE TABLE KEY SETS	171.24	WILSON RILES MIDDLE SCHOOL
243147	MIRANDA RYAN	MILE REIMBURSEMENT MARCH	17.35	FAMILY RESOURCE CENTER
242821	NOLTE YVONNE BONNIE	CLAIM REIMBURSEMENT	76.04	SPECIAL EDUCATION
242830	NORTH HIGHLANDS RECREATION AND	ELOP SPRINGBREAK CAMP 2024	3,277.50	FAMILY RESOURCE CENTER
243037	O'REILLY AUTO PARTS	Relay cable for Emmas cart	11.83	CENTER HIGH SCHOOL
242841	OFFICE DEPOT/BUS.SERVICES DIV	STEAM LAB SUPPLIES	1,479.22	REX FORTUNE ELEMENTARY
242877	OFFICE DEPOT/BUS.SERVICES DIV	teacher desk	1,898.09	CENTER HIGH SCHOOL
242897	OFFICE DEPOT/BUS.SERVICES DIV	sanitizer/wipes/marker/paper/s	183.18	CENTER HIGH SCHOOL
242921	OFFICE DEPOT/BUS.SERVICES DIV	SUPPLIES - ENG DEPT	412.17	WILSON RILES MIDDLE SCHOOL
243002	OFFICE DEPOT/BUS.SERVICES DIV	Sharpener/clips/pens/air fresh	140.29	CENTER HIGH SCHOOL
243038	OFFICE DEPOT/BUS.SERVICES DIV	shelf	464.51	CENTER HIGH SCHOOL
243090	OFFICE DEPOT/BUS.SERVICES DIV	SUPPLIES - OFFICE	280.00	WILSON RILES MIDDLE SCHOOL
243109	OFFICE DEPOT/BUS.SERVICES DIV	STUDENT SUPPLIES	1,230.01	NORTH COUNTRY ELEMENTARY
243190	OLMSTEAD ERICA	REIMB ICE CREAM CUPS INCENTIVE	18.42	SPINELLI ELEMENTARY
242853	ONE WORKPLACE L. FERRARI LLC	FEXIBLE SEATING	49,522.82	NORTH COUNTRY ELEMENTARY
243178	ORANGE COUNTY DEPARTMENT	CONFERENCE REGISTRATION	499.00	CURRICULUM & INSTRUCTION
243003	PACHECO SHAWNA	claim for conference	476.16	CENTER HIGH SCHOOL
242866	PAR	SUPPLIES	1,483.26	SPECIAL EDUCATION
243153	PEARSON	SUPPLIES	738.40	SPECIAL EDUCATION
242867	PEARSON ASSESSMENTS	SUPPLIES	1,519.76	SPECIAL EDUCATION
242868	PEARSON ASSESSMENTS	SUPPLIES	2,531.81	SPECIAL EDUCATION
242869	PEARSON ASSESSMENTS	SUPPLIES	522.65	SPECIAL EDUCATION
243053	PERFORMANCE SYS INTEGRATION	MONTHLY FIRE & BURG MONITORING	325.00	MAINTENANCE
242998	PERRAULT TRACI	MILEAGE REIMBURSEMENT	180.23	WILSON RILES MIDDLE SCHOOL
243206	PINEO ELIZABETH	R- Fruit, lunch winner, leap y	462.87	OAK HILL ELEMENTARY
242843	POCKETALK INC	SUPPLIES	918.03	ARTHUR S. DUDLEY ELEMENTARY
243114	POOR BERNADETTE	Tennis sticks	306.78	CENTER HIGH SCHOOL
243115	POOR BERNADETTE	calculators and headphones	1,908.18	CENTER HIGH SCHOOL
243035	PRESTWICK HOUSE INC	all about theater subscption	875.71	CENTER HIGH SCHOOL
242880	PROJECT LEAD THE WAY INC	PLTW CIRRICULUM ORDER	2,231.77	REX FORTUNE ELEMENTARY
243078	PROJECT LEAD THE WAY INC	slides nodes eyes DNA kit brai	10,676.14	CENTER HIGH SCHOOL
243079	PROJECT LEAD THE WAY INC	DNA beakers slides tape pencil	6,054.74	CENTER HIGH SCHOOL
243008	QPR INSTITUTE INC	QPR CERT GATEKEEPER COURSE	1,978.13	FAMILY RESOURCE CENTER
242803	R & S OVERHEAD DOORS & GATES	DOOR SVC - CHS	581.25	MAINTENANCE
242831	R & S OVERHEAD DOORS & GATES	SVC ROLL UP DOOR - CHS	225.00	MAINTENANCE
242844	R & S OVERHEAD DOORS & GATES	SVC OVERHEAD DOOR - CHS	300.00	MAINTENANCE
243033	RALLY FACTORY	coach jacket	105.43	CENTER HIGH SCHOOL
243236	REFRIGERATOR MANUFACTURERS LLC	WALK IN FREEZER-DISTRICT	486,520.48	MAINTENANCE
243199	RIGHT AT SCHOOL LLC	CEJOI-0324	8,886.36	FAMILY RESOURCE CENTER
242858	RIVERSIDE TECHNOLOGIES INC.	TECH CHROMEBOOKS	254,178.09	COMPUTER SERVICES
243039	RIVERSIDE TECHNOLOGIES INC.	CHROMEBOOKS	7,137.36	CURRICULUM & INSTRUCTION
243128	RIVERSIDE TECHNOLOGIES INC.	NEW ALARM SYSTEM	35,585.00	MAINTENANCE
243175	ROENSPIE AMY	CLAIM REIMBURSEMENT	227.32	SPECIAL EDUCATION
243022	ROLLER KING	STUDENT/FAMILY SKATE NIGHT	939.00	NORTH COUNTRY ELEMENTARY
242954	RUA & SON MECHANICAL INC	ROOF LEAK - NORTH COUNTRY	645.04	MAINTENANCE
242884	SACRAMENTO COUNTY OFFICE OF ED	BUILDING THINKING CLASSROOMS	175.00	CURRICULUM & INSTRUCTION
243174	SAVVAS LEARNING COMPANY LLC	TEXTBOOK CONSUMABLES	82,381.98	CURRICULUM & INSTRUCTION
242915	SCHOFIELD SUSAN	R- magnetic letters, suction c	32.29	OAK HILL ELEMENTARY

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
243139	SCHOLASTIC INC.	LITCAMP	46,072.84	FAMILY RESOURCE CENTER
243182	SCHOLASTIC INC.	DYSLEXIA ORDER	4,693.64	SPINELLI ELEMENTARY
243138	SCHOOL MATE	CUSTOM STUDENT FOLDERS	1,140.00	REX FORTUNE ELEMENTARY
242849	SCHOOL NURSE SUPPLY INC.	NURSE SUPPLIES	650.15	CURRICULUM & INSTRUCTION
243101	SCHOOL OUTFITTERS	FLEXIBLE SEATING	2,267.37	NORTH COUNTRY ELEMENTARY
242964	SCHOOL SAVERS	calculators	327.87	CENTER HIGH SCHOOL
242828	SCHOOL SPECIALTY LLC	FOSS REFILL KITS/BASE TEN SETS	4,922.48	REX FORTUNE ELEMENTARY
242903	SCHOOL SPECIALTY LLC	markers/tape/dividers/clips/pa	1,592.18	CENTER HIGH SCHOOL
242904	SCHOOL SPECIALTY LLC	HEADPHONES	1,632.95	WILSON RILES MIDDLE SCHOOL
242908	SCHOOL SPECIALTY LLC	2ND/3RD GRADE FOSS REFILL KITS	762.87	REX FORTUNE ELEMENTARY
243001	SCHOOL SPECIALTY LLC	tape	149.30	CENTER HIGH SCHOOL
243034	SCHOOL SPECIALTY LLC	pens tape post its lamintaor	451.28	CENTER HIGH SCHOOL
243080	SCHOOL SPECIALTY LLC	eraser pencils glue expo tape	642.06	CENTER HIGH SCHOOL
243126	SCHOOL SPECIALTY LLC	SDC CLASS SUPPLIES	115.62	NORTH COUNTRY ELEMENTARY
243127	SCHOOL SPECIALTY LLC	HEADPHONES FOR STUDENTS	933.12	MCCLELLAN HIGH SCHOOL
243185	SCHOOL SPECIALTY LLC	EARTH SCIENCE BOOKS	2,404.79	CURRICULUM & INSTRUCTION
242927	SCHOOLS INSURANCE AUTHORITY	UNDERGROUND STORAGE POLICY	923.20	PERSONNEL SERVICES
242948	SEIVERT TRACEY	REIM REWARD INCENTIVES I READY	32.05	NORTH COUNTRY ELEMENTARY
242944	SHEPARD DAWN	REIM PAINT/SUPPL. HOUSE SYSTEM	375.13	NORTH COUNTRY ELEMENTARY
242827	SIERRA BUILDING SYS INC	FIRE ALARM SVC - WCR	1,793.75	MAINTENANCE
243171	SIERRA BUILDING SYS INC	SVC CALL/FIRE ALARM SYS REX F	350.00	MAINTENANCE
243160	SILVA RENEE	REIMB - CERAMICS SUPPLIES	598.70	WILSON RILES MIDDLE SCHOOL
242851	SLAY JENNIFER	REIMB - SNACKS FOR PARENT CONF	117.74	WILSON RILES MIDDLE SCHOOL
242933	STAPLES BUSINESS ADVANTAGE	STUDENT SUPPLIES	405.40	ARTHUR S. DUDLEY ELEMENTARY
243010	STAPLES BUSINESS ADVANTAGE	SUPPLIES	201.43	ARTHUR S. DUDLEY ELEMENTARY
243011	STAPLES BUSINESS ADVANTAGE	SUPPLIES	160.02	ARTHUR S. DUDLEY ELEMENTARY
243013	STAPLES BUSINESS ADVANTAGE	SUOOLIES	133.95	ARTHUR S. DUDLEY ELEMENTARY
243017	STAPLES BUSINESS ADVANTAGE	SUPPLIES	223.31	ARTHUR S. DUDLEY ELEMENTARY
243021	STAPLES BUSINESS ADVANTAGE	SUPPLIES	203.07	ARTHUR S. DUDLEY ELEMENTARY
243023	STAPLES BUSINESS ADVANTAGE	SUPPLIES	182.55	ARTHUR S. DUDLEY ELEMENTARY
243027	STAPLES BUSINESS ADVANTAGE	SUPPLIES	209.78	ARTHUR S. DUDLEY ELEMENTARY
243045	STAPLES BUSINESS ADVANTAGE	SUPPLIES	215.72	ARTHUR S. DUDLEY ELEMENTARY
243050	STAPLES BUSINESS ADVANTAGE	SUPPLIES	246.27	ARTHUR S. DUDLEY ELEMENTARY
243055	STAPLES BUSINESS ADVANTAGE	SUPPLIES	269.16	ARTHUR S. DUDLEY ELEMENTARY
243056	STAPLES BUSINESS ADVANTAGE	SUPPLIES	238.77	ARTHUR S. DUDLEY ELEMENTARY
243059	STAPLES BUSINESS ADVANTAGE	SUPPLIES	237.14	ARTHUR S. DUDLEY ELEMENTARY
243063	STAPLES BUSINESS ADVANTAGE	SUPPLIES	285.30	ARTHUR S. DUDLEY ELEMENTARY
243067	STAPLES BUSINESS ADVANTAGE	SUPPLIES	260.68	ARTHUR S. DUDLEY ELEMENTARY
243070	STAPLES BUSINESS ADVANTAGE	SUPPLIES	229.57	ARTHUR S. DUDLEY ELEMENTARY
243073	STAPLES BUSINESS ADVANTAGE	SUPPLIES	157.97	ARTHUR S. DUDLEY ELEMENTARY
243075	STAPLES BUSINESS ADVANTAGE	SUPPLIES	205.43	ARTHUR S. DUDLEY ELEMENTARY
243076	STAPLES BUSINESS ADVANTAGE	SUPPLIES	854.24	ARTHUR S. DUDLEY ELEMENTARY
243096	STAPLES BUSINESS ADVANTAGE	SUPPLIES	259.94	ARTHUR S. DUDLEY ELEMENTARY
243097	STAPLES BUSINESS ADVANTAGE	SUPPLIES	210.80	ARTHUR S. DUDLEY ELEMENTARY
243100	STAPLES BUSINESS ADVANTAGE	SUPPLIES	574.02	ARTHUR S. DUDLEY ELEMENTARY
243119	STAPLES BUSINESS ADVANTAGE	SUPPLIES	157.16	ARTHUR S. DUDLEY ELEMENTARY
242818	STEPHENS DENNIS	MILEAGE REIMBURSEMENT	93.80	MCCLELLAN HIGH SCHOOL
242822	STUTTERING THERAPY RES INC	SUPPLIES	208.07	SPECIAL EDUCATION
243074	SUMMERS KATHY	PBIS snacks	308.80	CENTER HIGH SCHOOL
242980	SUPER DUPER INC.	SUPPLIES	109.91	SPECIAL EDUCATION
242873	SYTECH SOLUTIONS	SCANNING BLUEPRINTS	19,365.00	MAINTENANCE

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
243165	SYTECH SOLUTIONS	SCAN CUM RECORDS - GYCS & AVCS	13,731.00	SUPERINTENDENT OFFICE
242813	TACKETT-OLIVER MELISSA	TRAVEL EXPENSE CLAIM FORM	881.56	CURRICULUM & INSTRUCTION
243161	TASTE OF TUSCANY	food for field trip	768.44	CENTER HIGH SCHOOL
243184	TEACHER CREATED MATERIALS	SUMMER SCHOOL BOOKS	4,989.78	CURRICULUM & INSTRUCTION
243166	TEAM ONE NETWORKING INC	MAINTENANCE FOR FIREWALL	3,237.00	COMPUTER SERVICES
243016	TIM'S MUSIC	instrument repair	1,693.00	CENTER HIGH SCHOOL
242826	TK ELEVATOR	SVC / SAFETY TESTING - WCL WCR	1,200.00	MAINTENANCE
243217	TK ELEVATOR	ELEV MAINT & MAX LINK SVC	3,058.56	MAINTENANCE
243218	TK ELEVATOR	PREV MAINT SVC WCL LIFTS	214.24	MAINTENANCE
242816	TOFT KAYLA	TRAVEL EXPENSE CLAIM FORM	690.32	CURRICULUM & INSTRUCTION
243012	TOON BOOM ANIMATION INC	certication exams	1,875.00	CENTER HIGH SCHOOL
242926	TRACTOR SUPPLY CO.	CUSTODIAL	11.84	MAINTENANCE
242930	TROTTER DUSTY	MV PARENT MILE REIMB MARCH	124.80	FAMILY RESOURCE CENTER
243163	TURNQUIST NANCY	REIMB FOR COOKING CLUB ITEMS	56.19	MCCLELLAN HIGH SCHOOL
243212	TURNQUIST NANCY	COOKING CLUB SUPPLIES	29.86	MCCLELLAN HIGH SCHOOL
242805	U.S. BANK NATIONAL ASSOCIATION	ELOP SUPPLIES	551.88	FAMILY RESOURCE CENTER
242807	U.S. BANK NATIONAL ASSOCIATION	FS FIBER CABLES	142.23	COMPUTER SERVICES
242811	U.S. BANK NATIONAL ASSOCIATION	Repairs on District Van	4,864.36	MAINTENANCE
242820	U.S. BANK NATIONAL ASSOCIATION	STAND/STORAGE FOR PRINTER	284.45	PERSONNEL SERVICES
242842	U.S. BANK NATIONAL ASSOCIATION	CARNEGIE SUMMIT MEAL	148.60	PERSONNEL SERVICES
242887	U.S. BANK NATIONAL ASSOCIATION	THERALYTICS	210.00	CURRICULUM & INSTRUCTION
242890	U.S. BANK NATIONAL ASSOCIATION	FOOD FOR MEETING	183.20	CURRICULUM & INSTRUCTION
242894	U.S. BANK NATIONAL ASSOCIATION	TRAVEL EXPENSES - CONFERENCES	428.86	SUPERINTENDENT OFFICE
242906	U.S. BANK NATIONAL ASSOCIATION	FLOOR MACHINE PART	123.95	MAINTENANCE
242939	U.S. BANK NATIONAL ASSOCIATION	INTERVIEW PANEL LUNCH	150.57	PERSONNEL SERVICES
242945	U.S. BANK NATIONAL ASSOCIATION	TECH PURCHASE HOME DEPOT	173.39	COMPUTER SERVICES
243025	U.S. BANK NATIONAL ASSOCIATION	MV SUPPLIES	625.00	FAMILY RESOURCE CENTER
243043	U.S. BANK NATIONAL ASSOCIATION	NOTARIZED DOCUMENTS	30.00	SUPERINTENDENT OFFICE
243047	U.S. BANK NATIONAL ASSOCIATION	ELOP SNACKS	2,306.17	FAMILY RESOURCE CENTER
243084	U.S. BANK NATIONAL ASSOCIATION	JAMF Licenses 20X	350.00	COMPUTER SERVICES
243120	U.S. BANK NATIONAL ASSOCIATION	Subscrip-The Business Journal	204.73	MAINTENANCE
243122	U.S. BANK NATIONAL ASSOCIATION	FOOD AT CONFERENCE	94.21	SUPERINTENDENT OFFICE
243123	U.S. BANK NATIONAL ASSOCIATION	MV STUDENT FEES	160.09	FAMILY RESOURCE CENTER
243137	U.S. BANK NATIONAL ASSOCIATION	FURNITURE/JOB FAIR	7,399.88	PERSONNEL SERVICES
243205	U.S. BANK NATIONAL ASSOCIATION	FIFO CAN STORAGE	237.67	NUTRITION SERVICES
243211	U.S. BANK NATIONAL ASSOCIATION	ELEVATOR MANUEL	25.00	MAINTENANCE
243214	U.S. BANK NATIONAL ASSOCIATION	TOLL-CONF	7.00	MAINTENANCE
242835	ULINE	FILE BOXES/FIRST AID SUPPLIES	414.82	MAINTENANCE
243004	ULINE	WHEELS WAREHOUSE TRASH CAN	143.30	MAINTENANCE
243191	ULINE	BOXES	455.70	MAINTENANCE
242997	VAN NESS-CORONADO LISA	REIMBURSEMENT-WALL PARTITIONS	1,775.55	BUSINESS SERVICES
243196	VAN NESS-CORONADO LISA	REIMBURSE-TRAVEL L.CORONADO	228.44	BUSINESS SERVICES
242941	VANKHAM YUPIN	MV PARENT MILE REIM MARCH	166.40	FAMILY RESOURCE CENTER
243098	VARSIITY SPIRITS UCA UDA COM	Cheer camp for coach	64.00	CENTER HIGH SCHOOL
242943	WELCOME MARKITHA	MV MILEAGE REIMB MARCH	52.00	FAMILY RESOURCE CENTER
242864	WESTERN PSYCHOLOGICAL SERVICES	SUPPLIES	1,646.57	SPECIAL EDUCATION
242865	WESTERN PSYCHOLOGICAL SERVICES	SUPPLIES	378.29	SPECIAL EDUCATION
243077	WINSOR LEARNING INC	SUPPLIES	5,415.85	SPECIAL EDUCATION
243131	WOODS HEATHER	Calim for trip	144.85	CENTER HIGH SCHOOL
242958	WeVIDEO INC	ANNUAL SUBSCRIPTION	373.75	NORTH COUNTRY ELEMENTARY
242812	ZEIHER ALLISON	REIMB FOR CAL ABA	100.00	SPECIAL EDUCATION
TOTAL FUND			1,740,427.08	

13 CAFETERIA FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
243149	MARTN-TAYLOR JENNIEVY	Parent Refund	15.50	NUTRITION SERVICES
243203	U.S. BANK NATIONAL ASSOCIATION	FILE HOLDER	21.41	NUTRITION SERVICES
243204	U.S. BANK NATIONAL ASSOCIATION	COAT RACK	19.06	NUTRITION SERVICES
TOTAL FUND			55.97	

21 BUILDING FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
243121	HOME DEPOT	Supplies needed for ChS Mod	1,093.29	MAINTENANCE
242871	SIERRA SCHOOL EQUIPMENT	WHITE BOARDS-OH MOD	185,608.84	MAINTENANCE
243188	STEWART SIGNS	MARQUEE- OAK HILL	21,660.00	MAINTENANCE
242802	TEAM ONE NETWORKING INC	CLOCKS-CHS MOD	3,353.07	MAINTENANCE
242984	TERRACON CONSULTANTS INC	Special Testing/Insp Services	36,975.00	MAINTENANCE
242806	U.S. BANK NATIONAL ASSOCIATION	WINDOWS-CHS MOD	3,528.43	MAINTENANCE
242809	U.S. BANK NATIONAL ASSOCIATION	WINDOWS-CHS MOD	2,323.68	MAINTENANCE
		TOTAL FUND	254,542.31	
		TOTAL DISTRICT	1,995,025.36	

FUND	AMOUNT
01 GENERAL FUND	1,740,427.08
13 CAFETERIA FUND	55.97
21 BUILDING FUND	254,542.31
TOTAL DISTRICT	1,995,025.36

Agenda Item: XIV-1



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Tami JBeily

Initials:

Coordinator of Federal/State Programs

LC

SUBJECT: Proposition 28 - Art and Music in Schools (AMS)

☐ Action Item

☒ Information Item

Attached Pages ⁹_____

BACKGROUND:

Proposition 28 was voter-approved in November 2022. This proposition allocated new funding for K-12 art and music instruction in schools beginning 2023–24. Per the legislation, 80% of AMS funds are to be used to employ certificated or classified employees to provide arts education program instruction. The remaining funds must be used for training, supplies and materials, and arts educational partnership programs.

Attached are site plans to expand art and music offerings to students.

RECOMMENDED BOARD ACTION:

INFORMATION ONLY

Prop 28 Arts and Music 2023-24 Budget

[Prop 28 FAQ](#)

School Site: Arthur S. Dudley Elementary School

Allocation: 99,900

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	65000
2xxx	Classified Salaries	
3xxx	Benefits	14950
4xxx	Materials & Supplies	19950
5xxx	Services & Other Operating Expenses	
Total:		\$99900

		Requirements
Salary budget:	80%	80% Minimum
Non-salary budget:	20%	20% or less
Total Budgeted:	100%	100%

Plans for Spending

Dudley Elementary will utilize our allocated Prop 28 funding in the following ways:

Certificated Music Teacher - .20 - A certificated music teacher will be at Dudley Elementary 1 day per week. The teacher will initially provide direct instruction to 5th and 6th grade students. If time permits, we will extend the offering to 4th grade students.

Certificated Art Teacher - .20 - A certificated art teacher will be at Dudley Elementary 1 day per week. The teacher will provide art instruction to students TK-6th grade on a rotating basis.

Certificated VAPA - .20 - Hire a certificated drama teacher who will be at Dudley Elementary .20 of the school year to work on grade level performances/plays or other art/music activities.

Before/After School Arts/Music Clubs - Educators will be offered the opportunity to provide instruction to students through clubs before and after school. Examples include, but are not limited to, Dance, Color Guard, Art Club, Drama, photography. Offerings are dependent upon staffing.

Materials and Supplies - We will purchase equipment to support classes and clubs including instruments, equipment, art supplies, costumes, copyright for plays/musicals and similar type supplies/materials to support the needs of our clubs.

Prop 28 Arts and Music 2023-24 Budget

[Prop 28 FAQ](#)

School Site:	Cyril Spinelli Elementary School
Allocation:	54,659

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	23753
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	4943
5xxx	Services & Other Operating Expenses	
Total:		\$28696

		Requirements
Salary budget:	44%	80% Minimum
Non-salary budget:	9%	20% or less
Total Budgeted:	53%	100%

Plans for Spending

Students in every class TK-6th grade are receiving art instruction once per week focusing on the use of different media. (ie: watercolor, crayons, colored pencils, tempera paint, charcoal, oil pastels, clay, acrylic paint, paper collage, printing, soft pastels, and ink.

Prop 28 Arts and Music 2023-24 Budget

[Prop 28 FAQ](#)

School Site:	North Country Elementary School
Allocation:	93,398

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	39,718.40
2xxx	Classified Salaries	35,000
3xxx	Benefits	
4xxx	Materials & Supplies	18679.60
5xxx	Services & Other Operating Expenses	0
Total:		\$93,398

		Requirements
Salary budget:	80%	80% Minimum
Non-salary budget:	20%	20% or less
Total Budgeted:	100%	100%

Plans for Spending

North Country is thrilled to announce the launch of our after-school academies from January 22nd-May 17th 2024. These academies will be once a week from 2:15-4:00 pm. This is an attendance commitment, so please be mindful of these dates & times before your child signs up. If your child misses more than 1 academy day, you will be dismissed from the program. We appreciate your support in providing your child with opportunities beyond the regular school day, but there is no transportation available, so please make arrangements.

1. Film Making Academy-This 3rd-6th grade academy is for students that have already been in the Video Production Club and want to learn advanced filming and editing techniques. Students will create and edit various types of videos using different types of video equipment & editing software. Students will develop digital media literacy skills and learn how to access, create, and communicate ideas through creativity, determination, responsibility, teamwork, and self-motivation.

2. Drawing Academy-This academy is open to 4th-6th grade students and is designed to foster creativity, imagination, and a deeper understanding of the elements of art & design. Through a variety of engaging art projects, your child will have the chance to express themselves, experiment with different mediums, and develop their artistic skills. We believe that by participating in this program, your child will not only enhance their artistic abilities, but also develop valuable life

skills such as creativity, problem-solving, and self-expression. Together, we can inspire a lifelong love for the arts and nurture their creative potential.

3. Art & Sculpting Academy- This 2nd-5th grade academy will introduce basic art techniques and concepts to students in the areas of drawing, painting, and sculpting. This academy will create an opportunity for personal expression, help students develop their creativity, and enhance critical thinking skills.

Students will experiment with different shapes, textures, and allow students to express their ideas and imaginations through their creations. This academy will encourage creativity & individuality, while providing a safe and supportive environment for your students to express themselves.

4. Music Academy- This 1st-6th grade academy will focus on playing guitar, bass, and drums. designed to cater to the diverse musical interests and skill levels of our students. Students will need some previous knowledge of how to play one of these instruments and will work to enhance their skills in this academy! Students will play in a “mini band,” and will perform at upcoming House Rallies & school events.

5. Theater Academy-This 3rd-6th grade academy will strive to provide a nurturing and creative environment where students can explore their passion for the performing arts. Students will develop their acting skills, stage presence, and overall confidence in their acting abilities. Students will also learn about set design, costume creation, and stage management. This comprehensive approach ensures that our students gain a well-rounded understanding of the theatrical process. Students will perform at Open House.

Looking forward to the 2024-2025 school year I'd like to continue to fund Academies as teachers & students are really enjoying these after school offerings! I'd like to add on an Advertising Academy to learn how to make digital fliers, marketing, and create the school yearbook. Adding a Coding Academy is also an area for growth for our school and a Makerspace Academy for next year.

Prop 28 Arts and Music 2023-24 Budget

[Prop 28 FAQ](#)

School Site:	Oak Hill Elementary
Allocation:	114,000

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	91,244
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	
5xxx	Services & Other Operating Expenses	22,756
Total:		\$114,000

		Requirements
Salary budget:	80%	80% Minimum
Non-salary budget:	20%	20% or less
Total Budgeted:	100%	100%

Plans for Spending

Oak Hill Elementary will plan on allocating Proposition 28 funding in the following ways throughout the school year:

Non-Salary Budget of \$22,756:

Art Ark:

The Crocker's award-winning mobile education center invites an entire school to explore and celebrate our nation's rich and diverse cultural landscape with American Narratives, an interactive exhibition that allows students to study the lives and art of North American artists, many from the Sacramento region. Students engage in hands-on art activities as they build visual literacy skills and discover how art can tell stories.

Artists-to-Go:

Bring artmaking into TK-2 classrooms with a visit from an artist-educator. These one-hour art education sessions are customized subject and students, and you can schedule them individually or as a series.

Crocker-to-Go (Grades 3-6):

Let the Crocker come to you! Trained docents engage students in grades 3 – 6 with a one-hour interactive, multimedia presentation of works from the Museum's collection in your classroom. Students learn strategies for looking, reading,

and thinking critically about a work of art. These visits are also a great way to introduce your class to the Museum before an in-person visit.

Materials and Supplies will be purchased to support classes and clubs including equipment, instruments, art supplies, costumes, copyright for plays/musicals to support the instructional needs.

Certificated Salaries Budget: \$91,244

Before/After School Art & Music Clubs

Certificated and Classified educators will provide instruction to students via clubs in grades TK-6 before and afterschool. Examples include, but not limited to: Cheerleading, Art, Music, STEM, Photography, Coding, Film/Video, Folk Art, Pottery, Theatre. Offerings will be dependent upon staffing.

Extra time pay for certificated teachers to implement hands-on art lessons focusing on Discovering Great Artists in grades TK-6.

Prop 28 Arts and Music 2023-24 Budget

[Prop 28 FAQ](#)

School Site:	Wilson C. Riles Middle School
Allocation:	91448

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	73158.40
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	18289.60
5xxx	Services & Other Operating Expenses	
Total:		\$91448.00

		Requirements
Salary budget:	80%	80% Minimum
Non-salary budget:	30%	20% or less
Total Budgeted:	%	100%

Plans for Spending

Wilson C. Riles plans to hire a 50% (\$73,158.40) part-time coding teacher. We plan to use the other 20% (\$18,289.60) to fund equipment for the coding class. We will purchase devices and software to equip the class with the tools for the students to engage in the course.

Prop 28 Arts and Music 2023-24 Budget

[Prop 28 FAQ](#)

School Site:	McClellan High School
Allocation:	16,000

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	7780
2xxx	Classified Salaries	
3xxx	Benefits	5020
4xxx	Materials & Supplies	3200
5xxx	Services & Other Operating Expenses	
Total:		\$16000

		Requirements
Salary budget:	80%	80% Minimum
Non-salary budget:	20%	20% or less
Total Budgeted:	100%	100%

Plans for Spending

With Center High School, we will be hiring a full time art (VAPA) teacher that will be shared with McClellan High School to provide additional classes that will deliver instruction in either art or music starting in the 24-25 school year. McClellan plans to offer 2 additional periods of art. Specific course topics will be based on student interest and teacher selection. Of our total allocation, 80% will go toward this teacher's salary and benefits, and the other 20% will be used for supplies for the additional art classes.

Prop 28 Arts and Music 2023-24 Budget

[Prop 28 FAQ](#)

School Site:	Center High School
Allocation:	194,304

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	112,000
2xxx	Classified Salaries	
3xxx	Benefits	44,000
4xxx	Materials & Supplies	38,304
5xxx	Services & Other Operating Expenses	
Total:		\$194,304

		Requirements
Salary budget:	80.3%	80% Minimum
Non-salary budget:	19.7%	20% or less
Total Budgeted:	100%	100%

Plans for Spending

During the 23-24 school year, \$28,084 was spent on lighting for the theater and the other non-salary funds were distributed as follows: \$2,000 additional funding to music, \$4,000 additional funding to art, and \$2,800 additional funding to dance.

Center High School will be hiring a full time art (VAPA) teacher that will be shared with McClellan High School to provide additional classes that will deliver instruction in either art or music starting in the 24-25 school year. We will also be offering an additional section of music and an additional section of art that will be offered during the school day and determined as schedules are developed for the 24-25 school year. Center High School will also offer up to 6 stipends for additional clubs focused on the arts starting in the 24-25 school year. Clubs will be created based on student interest as determined through a survey of students. Center High School will also offer an extracurricular opportunity for students interested in competitive dance to be offered during all three seasons of sport--Fall, Winter, and Spring of the 24-25 school year. The competitive dance team would include a head coaching position and one to two assistants determined by the number of students that join.

Agenda Item: XV-A



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024
TO: Center Joint Unified School District Board of Trustees
FROM: Scott A. Loehr
Superintendent
INITIALS: SL
SUBJECT: Resolution #27/2023-24:Resolution Calling Presidential General Election - Sacramento County

☒ **Action Item** ☐ **Information Item** **Attached Pages** 5

BACKGROUND:

This resolution encompasses the following items that need to be acted upon by the Board in preparation for the November 5, 2024 election. They are:

1. Consolidation with the statewide general election
2. Specification of date and purpose of the election
3. Positions to be filled
4. Manner in which they are elected
5. Candidate's Statement - number of words
6. Method of payment for candidate statements
7. Method of breaking tie vote (by lot specified)
8. District boundary changes
9. Reimbursement of actual costs accrued

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve Resolution #27/2023-24:Resolution Calling Presidential General Election - Sacramento County

Agenda Item: XV-A

RESOLUTION CALLING PRESIDENTIAL GENERAL ELECTION

RESOLUTION NO. 27/2023-24

CENTER JOINT UNIFIED SCHOOL DISTRICT

WHEREAS an election will be held within the Center Joint Unified School District that will affect the following county or counties Sacramento and Placer on November 5, 2024, for the purpose of electing Members of the Governing Board; and

WHEREAS a Presidential General Election will be held within the County of Sacramento on the same day.

WHEREAS when ordering an election, Education Code section 5322 requires the Board to provide for specifications of the election order, which shall be delivered to the officer conducting the election not less than 123 days prior to the date set for the election;

THEREFORE, BE IT RESOLVED, that the Center Joint Unified School District requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled Presidential General Election, November 5, 2024; and

NOMINATION OF CANDIDATES FOR THE GOVERNING BODY

1. Said election shall be to fill a vacancy for the following Board Member(s) who resigned and/or whose term(s) expired:

Incumbent's Name	Division Number	Regular/ Short Term
Delrae Pope		Regular
Adrianna Sammons		Regular

2. Said Governing Board Members for this District are elected in the following manner:

X **At Large**

There are no divisions in the district, all voters in the district vote for all candidates.

 By District, Division or Trustee Area

The candidates are qualified and elected by district, division, or trustee area.

3. For the publication of the candidate's statement, pursuant to Elections Code §13307. The limitation on the number of words that a candidate may use in their candidate's statement shall not exceed (200 or 400) 200 **words**; and

BE IT FURTHER RESOLVED that the cost of the Candidate Statement shall be paid by the candidate at the Sacramento County Voter Registration and Elections Office. If the District is shared, candidate(s) shall pay at their respective election's office.

- In the case of a tie vote, the election shall be determined by **LOT**. Education Code § 5016
- The district hereby certifies that there are District Boundary changes since our last election, **YES** **X** **NO**
If so, the district will provide a current map and boundary description to the Registrar of Voters.

BE IT FURTHER RESOLVED that the district agrees to reimburse the Registrar of Voters for actual costs accrued, such costs to be calculated by the method set forth in the County's current Election Fee Schedule.

THEREFORE, BE IT RESOLVED, that the Center Joint Unified School District requests the Board of Supervisors of Sacramento County consolidate the regularly scheduled District Election with the Presidential General Election to be held on November 5, 2024; and

PASSED AND ADOPTED by the following vote on May 15, 2024.

YES Votes	NO Votes	ABSENT	ABSTAIN
<u> </u>	<u> </u>	<u> </u>	<u> </u>
(Number)	(Number)	(Number)	(Number)

ATTEST:

Scott A. Loehr,
Superintendent/Board Secretary

Steve Bruno, Board Clerk

NOTICE OF DISTRICT ELECTION

CENTER JOINT UNIFIED SCHOOL DISTRICT

Notice is hereby given that a Presidential General Election will be held November 5, 2024, in this district. The offices for which candidates may declare their candidacy are (list title of office and number of positions):

Members of the Governing Board: 2

Qualifications: Each candidate must meet the following qualifications for office as specified in the principal act or code under which this district is organized:

Any person, regardless of sex, who is 18 years of age or older, a citizen of the state, a resident of the school district, a registered voter, and who is not disqualified by the Constitution or laws of the state from holding a civil office, is eligible to be elected or appointed a member of a governing board of a school district without further qualifications.

Code Reference:

Education Code section 35107(a)

Official declarations of candidacy for eligible candidates desiring to file for any of the elective offices may be obtained from the office of the Registrar of Voters at 7000 65th Street, Suite A, Sacramento, CA 95823-2315, on and after July 15, 2024, and must be filed no later than 5:00 p.m. on August 9, 2024. However, if a declaration of candidacy for an incumbent is not filed by August 9, 2024, any person other than the incumbent shall have until 5:00 p.m. on August 14, 2024, to file a declaration of candidacy for such office.

If a school district election is not held, the qualified person or persons nominated shall be seated at the organizational meeting of the board, or if no person has been nominated or if an insufficient number is nominated, the governing board shall appoint a qualified person or persons, as the case may be, at a meeting prior to the day fixed for the election, and such appointee or appointees shall be seated at the organizational meeting of the board as if elected at a district election.

Education Code §§ 5326 and 5328

Dated this 15th day of May 2024.

(District Seal)

District Superintendent/Board Secretary

PUBLICATION OF NOTICE OF ELECTION

Elections Code §12112 requires the publication of a “Notice of Election.” The notice shall contain the date of the Presidential General Election, name the offices for which candidates may file, and state the qualifications required by the principal act for each office, as well as other pertinent information.

Center Joint Unified School District

The Registrar of Voters will publish a combined election notice for all districts scheduled for election on November 5, 2024.

Dated:

Scott A. Loehr,
District Superintendent/ Board Secretary

MAP AND BOUNDARY CERTIFICATION

The Center Joint Unified School District hereby certifies that:

- ☒ No map and boundary changes have occurred since the November 8, 2022, Election, and the map and boundary description that you have on file is current.
- ☐ Yes, the map and boundaries have changed since the November 8, 2022, Election. I have enclosed/mailed the updated map and boundary descriptions.

Dated this 15th day of May 2024.

(District Seal)

Scott A. Loehr,
District Superintendent/ Board Secretary

Agenda Item: XV-B



AGENDA ITEM

BOARD OF TRUSTEES

Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: May 15, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Resolution #28/2023-24: Declaring An Election Be Held In Its Jurisdiction; Requesting The Board Of Supervisors To Consolidate This Election With Any Other Election Conducted On Said Date; And Requesting Election Services By The County Clerk - Placer County

☒ **Action Item**

☐ **Information Item**

Attached Pages 4

BACKGROUND:

This resolution encompasses the following items that need to be acted upon by the Board in preparation for the November 5, 2024 election. They are:

- Consolidation with the statewide general election
- Specification of date and purpose of the election
- Positions to be filled
- Manner in which they are elected
- Candidate's Statement - number of words and payment
- Method of breaking tie vote (by lot specified)
- Reimbursement of actual costs accrued
- District boundary changes

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve Resolution #28/2023-24: Declaring An Election Be Held In Its Jurisdiction; Requesting The Board Of Supervisors To Consolidate This Election With Any Other Election Conducted On Said Date; And Requesting Election Services By The County Clerk - Placer County.

Agenda Item: XV-B

**NOTICE OF GOVERNING BOARD MEMBER ELECTION AND/OR
NOTICE TO SUBMIT MEASURE(S) TO A VOTE OF THE VOTERS**

Resolution No. 28/2023-24

RESOLUTION OF THE GOVERNING BODY OF THE
Center Joint Unified School District

DECLARING AN ELECTION BE HELD IN ITS JURISDICTION;
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION
WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE;
AND
REQUESTING ELECTION SERVICES BY THE COUNTY CLERK.

WHEREAS, this District Governing Body orders an election to be held in its jurisdiction on
November 5, 2024; at which election the issue(s) to be presented to the voters shall be:

NOMINATION OF CANDIDATES FOR THE GOVERNING BODY

1. Said election shall be to fill a vacancy for the following Board Member(s) who resigned and/or whose term(s) expired:

Incumbent's Name	Division Number (if applicable)	Regular/Short Term
Delrae Pope		Regular
Adrianna Sammons		Regular

2. Said Directors for this District are elected in the following manner:

X At Large.

There are no divisions in the District; all voters within the District vote for all candidates.

 By Division.

Districts are split into areas; only those voters residing in the area may vote for candidates who run in the area.

 Qualified by Division-Elected at Large.

Directors must qualify to run by living in a specific division, but all voters within the District may vote on all candidates.

3. Said District has determined the following election particulars:

- The length of the Candidate Statement shall not exceed 200 words.
(Specify either 200 or 400 words)
- The cost of the Candidate Statement shall be paid by the **Candidate.**
(Specify Candidate or District)

MEASURE(S) TO BE SUBMITTED TO THE VOTERS (IF APPLICABLE)

(If this election is strictly for deciding one or more measures and no candidates are to be elected, please complete #4 through #6 below)

4. Said District does not request that the following measure(s) be decided at this election.

(Specify does or does not)

- Said Governing Board orders the following measure(s) to be put to a vote of the residents of the District:

(See attached wording marked Exhibit(s)_____)

5. Said District has determined the following election particulars:

- In the case of a tie vote, the election shall be determined by **LOT.**
(Specify lot or runoff election)
- The County Clerk is **requested** to provide election services. If the District requests the Placer County Elections Office to provide election services, all applicable costs will be paid for by the District.
(Specify requested or not requested)

6. The District hereby certifies that (please check one):

☐ There have been changes to the District boundary lines since our last election as shown on the attached map and/or legal description.

☒ There have been no District boundary changes since our last election, but the District understands that the Placer County Public Works Mapping Division will verify our District boundary lines prior to the election.

BE IT RESOLVED that the Board of Supervisors of the County of Placer is hereby requested to:

1. Consolidate the election with any other applicable election conducted on the same day;
2. Authorize and direct the County Clerk, at Governing Body expense, to provide all necessary election services.

This Resolution shall be considered a Notice of Election and Specification of Election Order if applicable.

PASSED AND ADOPTED by the Governing Body on May 15, 2024.

AYES:

NOES:

ABSENT:

ATTEST: _____
SECRETARY OF THE BOARD

CHAIR OF THE BOARD

(Seal)

NOTICE OF VACANCIES

To: Placer County Elections Office, Candidate Services

From: Center Joint Unified School District

Pursuant to Elections Code Section 10509, please be advised of the following:

1. The District has 2 Director seat(s) facing election. The name(s) of the incumbent(s) is/are listed below

Incumbent's Name	Division Number (if applicable)	Regular/Short Term
Delrae Pope		Regular
Adrianna Sammons		Regular

2. The regular term(s), if any, will expire on the second Friday of December, 2024. The short term(s), if any, will expire on the second Friday of December, 20 .
3. The length of the Candidate Statement shall not exceed 200 (200 or 400) words. The cost of the Candidate Statement shall be paid by the (candidate or District) candidate. In the case of a tie vote, the election shall be determined by (lot or runoff election) lot.
4. The District hereby certifies that (please check one):

 There have been changes to the District boundary lines since our last election as shown on the map and/or legal description delivered to the Placer County Elections Office on or before July 3, 2024.

 X There have been no District boundary changes since our last election.
5. The County Registrar of Voters is requested to provide election services. (Specify requested or not requested)

(Signature of District Secretary)

(Seal)

Agenda Item: XV-C



AGENDA ITEM

BOARD OF TRUSTEES

Nancy Anderson
Steven Bruno
Kelly Kelley
Tabia Lee, EdD
Delrae M. Pope

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 5/15/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr, Superintendent

Initials
SL

SUBJECT: First Reading: Board Policies/Regulations/Exhibits

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

Replace BP 0450 - Comprehensive Safety Plan
Replace AR 0450 - Comprehensive Safety Plan
Replace BP 0460 - Local Control and Accountability Plan
Replace AR 0460 - Local Control and Accountability Plan
Delete - BP 0470 - COVID-19 Mitigation Plan
Replace BP 0500 - Accountability
Replace BP 0520 - Intervention in Underperforming Schools
Replace AR 1220 - Citizen Advisory Committees
Replace BP 1431 - Waivers
Delete BP 2300 - Conflict Of Interest Code: Designated Personnel
Replace BP 3400 - Management of District Assets/Accounts
Replace AR 3400 - Management of District Assets/Accounts
Replace BP 3516 - Emergency and Disaster Preparedness Plan
Replace AR 3516 - Emergency and Disaster Preparedness Plan
Replace BP 3550 - Food Service/Child Nutrition Program
Replace AR 3550 - Food Service/Child Nutrition Program
Replace BP 3551 - Food Service Operations/Cafeteria Fund
Replace AR 3551 - Food Service Operations/Cafeteria Fund
Replace BP 3553 - Free and Reduced Price Meals
Replace AR 3553 - Free and Reduced Price Meals
Replace BP 4111/4211/4311 - Recruitment and Selection
Replace AR 4112.5/4212.5/4312.5 - Criminal Record Check
Replace E(1) 4112.5/4212.5/4312.5 - Criminal Record Check
Replace BP 4118 - Dismissal/Suspension/Disciplinary Action
Replace Regulation 4118 - Dismissal/Suspension/Disciplinary Action
Replace BP 4140/4240/4340 - Bargaining Units
Replace BP 4157/4257/4357 - Employee Safety
Replace AR 4157/4257/4357 - Employee Safety
Replace AR 4157.1/4257.1/4357.1 - Work-Related Injuries
Replace BP 4218 - Dismissal/Suspension/Disciplinary Action
Replace AR 4218 - Dismissal/Suspension/Disciplinary Action
Replace AR 5126 - Awards for Achievement
Replace BP 5131.2 - Bullying
Replace AR 5131.2 - Bullying
Replace BP 5141.21 - Administering Medication and Monitoring Health Conditions
Replace AR 5141.21 - Administering Medication and Monitoring Health Conditions
Replace BP 5144 - Discipline

Agenda Item: XV-C

Agenda Item: XV-C

Replace AR 5144 - Discipline
Replace BP 5148.3 - Preschool/ Early Childhood Education
Replace AR 5148.3 - Preschool/ Early Childhood Education
Replace AR 6115 - Ceremonies and Observances
Replace BP 6142.8 - Comprehensive Health Education
Replace BP 6146.1 - High School Graduation Requirements
Replace BP 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities
Replace BP 6170.1 - Transitional Kindergarten
Replace AR 6173.3 - Education for Juvenile Court School Students
Replace BB 9140 - Board Representative
Replace Board Bylaw 9320 - Meetings and Notices
Replace Board Bylaw 9321 - Closed Session
Replace E(1) 9321 - Closed Session
Add E(2) 9321 - Closed Session
Replace Board Bylaw 9323.2 - Actions by the Board
Replace E(1) 9323.2 - Actions by the Board

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the first reading of presented policies/ regulations/exhibits.

Agenda Item: XV-C

Policy 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 03/20/2019 | Last Revised Date: 03/15/2023

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a comprehensive safety plan within one year of initiating operations. (Education Code 32281, 32286)

The comprehensive school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to safeguard students and staff, secure affected school premises, and apprehend criminal perpetrator(s), shall be developed by the Superintendent or designee in accordance with Education Code 32281. In developing such strategies, the Superintendent or designee shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents need not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

Policy 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 03/20/2019 | Last Revised Date: 03/15/2023 | Last Reviewed Date: 03/15/2023

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to safeguard students and staff, secure affected school premises, and apprehend criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

Regulation 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 03/20/2019 | Last Revised Date: 03/15/2023

Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council shall also consult with other school site councils and safety planning committees. (Education Code 32281, 32282)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
5. Other members, if desired

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting, if available: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent/guardian organization at the school, including the parent teacher association and parent teacher clubs
4. A representative of each teacher organization at the school
5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

After the first evaluation or review is conducted, and after each annual evaluation or review, a school employee, a student's parent/guardian or educational rights holder, or a student may bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive school safety plan to the principal. (Education Code 32282)

If the principal determines there is merit to a concern, the principal shall direct the school site council or school safety planning committee, to make appropriate modifications to the comprehensive school safety plan during the evaluation of the comprehensive safety plan. The principal may direct the school site council or the school safety planning committee to make such modifications before the evaluation, as appropriate. (Education Code 32282)

Content of the Comprehensive Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3
2. Routine and emergency disaster procedures including, but not limited to:
 - a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973
 - b. An earthquake emergency procedure system in accordance with Education Code 32282
 - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
8. A safe and orderly school environment conducive to learning
9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions
11. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school.
12. For schools that serve students in any of grades 7-12, a protocol in the event a student is suffering or is reasonably believed to be suffering from an opioid overdose

Among the strategies for providing a safe environment, the comprehensive safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations
3. Strategies aimed at preventing potential incidents involving crime and violence on school campuses, including vandalism, drug and alcohol abuse, gang membership and violence, hate crimes, bullying, including bullying committed personally or by means of an electronic act, teen relationship violence, and discrimination and harassment, including sexual harassment
4. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
5. Parent/guardian involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus
6. Provision of safety materials and emergency communications in language(s) understandable to parents/guardians
7. Annual notification to parents/guardians related to the safe storage of firearms
8. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
9. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
10. District policy prohibiting the possession of firearms and ammunition on school grounds
11. Measures to prevent or minimize the influence of gangs on campus
12. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime
13. Procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content
14. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus
15. Independent security assessment of the school's network infrastructure and selected web applications to identify vulnerabilities and provide recommendations to improve cybersecurity
16. Guidelines for the roles and responsibilities of mental health professionals, athletic coaches, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:
 - a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
 - b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
 - c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity
17. Strategies for suicide prevention and intervention

18. District policy and/or plan related to pandemics
 19. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff
 20. Crisis prevention and intervention strategies, which may include the following:
 - a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate
 - b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
 - c. Assignment of staff members responsible for each identified task and procedure
 - d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
 - e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media
 - f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders
 - g. Development of a method for the reporting of violent incidents
 - h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling
 21. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques. Such training shall include preparation to implement the elements of the comprehensive safety plan
 22. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants
 23. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible
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Regulation 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 03/20/2019 | Last Revised Date: 03/15/2023 | Last Reviewed Date: 03/15/2023

Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council shall also consult with other school site councils and safety planning committees. (Education Code 32281, 32282)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
5. Other members, if desired

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent/guardian organization at the school, including the parent teacher association and parent teacher clubs
4. A representative of each teacher organization at the school
5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3
2. Routine and emergency disaster procedures including, but not limited to:
 - a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act
 - b. An earthquake emergency procedure system in accordance with Education Code 32282
 - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
8. A safe and orderly school environment conducive to learning
9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

Among the strategies for providing a safe environment, the comprehensive safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution
2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations
3. Strategies aimed at preventing potential incidents involving crime and violence on school campuses, including vandalism, drug and alcohol abuse, gang membership and violence, hate crimes, bullying, including bullying committed personally or by means of an electronic act, teen relationship violence, and discrimination and harassment, including sexual harassment
4. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
5. Parent/guardian involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus
6. Provision of safety materials and emergency communications in language(s) understandable to

parents/guardians

7. Annual notification to parents/guardians related to the safe storage of firearms
8. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
9. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
10. District policy prohibiting the possession of firearms and ammunition on school grounds
11. Measures to prevent or minimize the influence of gangs on campus
12. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime
13. Procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content
14. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus
15. Independent security assessment of the school's network infrastructure and selected web applications to identify vulnerabilities and provide recommendations to improve cybersecurity
16. Guidelines for the roles and responsibilities of mental health professionals, athletic coaches, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:
 - a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
 - b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
 - c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity
17. Strategies for suicide prevention and intervention
18. District policy and/or plan related to pandemics
19. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff
20. Crisis prevention and intervention strategies, which may include the following:
 - a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate
 - b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
 - c. Assignment of staff members responsible for each identified task and procedure

- d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
 - e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media
 - f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders
 - g. Development of a method for the reporting of violent incidents
 - h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling
- 21. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques. Such training shall include preparation to implement the elements of the safety plan
 - 22. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants
 - 23. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible
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Policy 0460: Local Control And Accountability Plan

Status: DRAFT

Original Adopted Date: 03/20/2019 | Last Revised Date: 03/15/2023

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

The Board shall adopt a districtwide local control and accountability plan (LCAP) and an annual update to the LCAP, based on the most up-to-date template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP and the annual update shall be adopted or updated, as required, on or before July 1 of each year. (Education Code 52060, 52064; 5 CCR 15494-15497)

The LCAP and the annual update shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming. (Education Code 52060, 52064)

An "unduplicated student" is a student who is eligible for free or reduced-price meals, who is an English Learner, or who is a foster youth, as defined in Education Code 42238.01. (Education Code 42238.02)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and students experiencing homelessness, when there are at least 30 students in the subgroup or at least 15 foster youth, students experiencing homelessness, or long-term English learners. (Education Code 52052)

Beginning July 1, 2025, if the district is identified by the California Department of Education (CDE) as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028, whichever occurs first. The IDEA addendum shall be developed, reviewed, and approved in conjunction with and in the same manner as the LCAP and the annual update, and shall be submitted to CDE within 15 days of adoption by the Board. (Education Code 52064.3)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

The LCAP shall also be aligned with other district and school plans, to the extent possible, in order to minimize duplication of effort and provide clear direction for program implementation.

As part of the adoption of the LCAP and the annual update, the Board shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Advisory Committees

The Board shall establish a parent advisory committee, which shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students and parents/guardians of students with disabilities. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee, which shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

Beginning July 1, 2024, unless a student advisory committee is established to provide advice to the Board and Superintendent, two students shall be included as full members of the parent advisory committee. The students shall serve for a renewable term of one full school year. (Education Code 52063)

Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, including geographical, socioeconomic, cultural, physical, and educational diversity, and particular effort shall be made to reach out to at-risk or disadvantaged students to serve as members of such committees. (Education Code 52063)

The Superintendent or designee shall present the LCAP and the annual update to each of these committee(s) before they are submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s).

LCAP Development and Consultation

The Superintendent or designee shall gather data and information needed for effective and meaningful development of the LCAP and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board delegates responsibility to the Superintendent or designee that they shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP and the annual update. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums and committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP and the annual update. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP and the annual update shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP and the annual update. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and Board Policy 3100 - Budget. (Education Code 52062)

Adoption and Submission

The Board shall adopt the LCAP and the annual update prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

Not later than five days after adoption of the LCAP, the annual update, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the annual update, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP and the annual update, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP and the annual update, the Board shall accept technical assistance from the County Superintendent focused on revising the LCAP and the annual update so that they can be approved. (Education Code 52071)

Revisions

The Board may adopt revisions to the LCAP and the annual update at any time during the period in which it is in effect, provided the Board follows the process to adopt the LCAP and the annual update pursuant to Education Code 52062 and the revisions are adopted in a public meeting.

Monitoring Progress and Complaints

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to Administrative Regulation 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

Technical Assistance

If the district's LCAP and the annual update are not approved, the district shall accept technical assistance or other intervention that may be required pursuant to Education Code 52071.

Policy 0460: Local Control And Accountability Plan

Status: ADOPTED

Original Adopted Date: 03/20/2019 | Last Revised Date: 03/15/2023 | Last Reviewed Date: 03/15/2023

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

Beginning July 1, 2025, if the district is identified by the California Department of Education (CDE) as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028, whichever occurs first. The IDEA addendum shall be developed, reviewed, and approved in conjunction with and in the same manner as the LCAP and the annual update to the LCAP, and shall be submitted to CDE within 15 days of adoption by the Board. (Education Code 52064.3)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

The LCAP shall also be aligned with other district and school plans, to the extent possible, in order to minimize duplication of effort and provide clear direction for program implementation.

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

Public Review and Input

The Board shall establish a parent advisory committee to provide advice on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above and parents/guardians of students with disabilities. (Education Code 52063; 5 CCR 15495)

Beginning July 1, 2024, unless a student advisory committee is established to provide advice to the Board and Superintendent, two students shall be included as full members of the parent advisory committee. The students shall serve for a renewable term of one full school year. (Education Code 52063)

Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, including geographical, socioeconomic, cultural, physical, and educational diversity, and particular effort shall be made to reach out to at-risk or disadvantaged students to serve as members of such committees. (Education Code 52063)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s).

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

Regulation 0460: Local Control And Accountability Plan

Status: DRAFT

Original Adopted Date: 03/20/2019 | Last Revised Date: 03/15/2023

Goals and Actions Addressing State and Local Priorities

The district's local control and accountability plan (LCAP) shall include, for the district and each district school:
(Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and students experiencing homelessness. The LCAP shall identify goals for each of the following state priorities:
 - a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002
 - b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency
 - c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities
 - d. Student achievement, as measured by all of the following as applicable:
 - i. Statewide assessments of student achievement
 - ii. The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University; have successfully completed career technical education (CTE) sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692; and have successfully completed both college entrance courses and CTE sequences or programs
 - iii. The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
 - iv. The English learner reclassification rate
 - v. The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher
 - vi. The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301
 - e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable
 - f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable
 - g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the

programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable
2. Any goals identified for any local priorities established by the Governing Board.
3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in Items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by Items #1-3 above, the Superintendent or designee may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

Increase or Improvement in Services for Unduplicated Students

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

Timeline

By February 28 of each year, the Superintendent or designee shall provide a report to the Board on the annual update and the budget overview for parents/guardians. The report, which shall be presented to the Board at a regular meeting, shall include all available midyear outcome data related to metrics identified in the current year's LCAP and all available midyear expenditure and implementation data on all actions identified in the current year's LCAP. (Education Code 52062)

By May 15, but in no event later than May 31, the Superintendent or designee shall present the drafts of the LCAP and the annual update to the committees listed in the accompanying board policy for review and comment and shall provide each committee with a reasonable date by which each committee shall provide comments on the drafts. The Superintendent or designee shall respond in writing to comments received from the committee(s) no later than the public hearing on the LCAP and the annual update.

At the same time as the drafts of the LCAP and the annual update are presented to these committees, the Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing

printed notices or sending notices by mail. The notification shall also provide the deadline by which all written comments must be received, which shall be no later than the deadline for comments from the committee(s). All such written notifications shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

Availability

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, the annual update, the IDEA Addendum as applicable, and the local control funding formula budget overview for parents/guardians on the homepage of the district's website and the performance overview portion of the Dashboard. (Education Code 52064.1, 52064.3, 52065)

Regulation 0460: Local Control And Accountability Plan

Status: ADOPTED

Original Adopted Date: 03/20/2019 | Last Revised Date: 03/15/2023 | Last Reviewed Date: 03/15/2023

Goals and Actions Addressing State and Local Priorities

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:
 - a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002
 - b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency
 - c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities
 - d. Student achievement, as measured by all of the following as applicable:
 - i. Statewide assessments of student achievement
 - ii. The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University; have successfully completed career technical education (CTE) sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692; and have successfully completed both college entrance courses and CTE sequences or programs
 - iii. The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
 - iv. The English learner reclassification rate
 - v. The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher
 - vi. The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301
 - e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable
 - f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in Items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by Items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

Increase or Improvement in Services for Unduplicated Students

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

Availability of the Plan

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, including the IDEA Addendum as applicable, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52064.3, 52065)

Delete

Policy 0470: COVID-19 Mitigation Plan

Status: ADOPTED

Original Adopted Date: 02/16/2022 | Last Reviewed Date: 02/16/2022

The following policy establishes actions that will be taken by the district to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing district policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal or state law and/or order or local order may conflict with this policy, the law or order shall govern.

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

To limit the impact of the pandemic on the education of district students, the district shall implement learning recovery, social-emotional support, and other measures and strategies designed to keep students learning and engaged in the instructional program.

COVID-19 Safety Plan

The Superintendent or designee shall establish, implement, and maintain a COVID-19 safety plan that complies with any mandatory public health guidance of the California Department of Public Health (CDPH), the COVID-19 prevention program ("CPP") consistent with the regulations of the California Division of Occupational Safety and Health, any orders of state or local health authorities, and any other applicable law and/or health order(s). The Superintendent or designee shall ensure, at a minimum, that the COVID-19 safety plan complies with all mandatory guidance and gives priority to recommended practices that are identified as being particularly effective at COVID-19 mitigation. The Superintendent or designee shall regularly review public health guidance to ensure that the district's COVID-19 mitigation strategies are current with public health mandates or recommendations.

The district's COVID-19 safety plan shall be posted on the district's web site.

To promote transparency and facilitate decision-making regarding COVID-19 mitigation strategies, the Superintendent or designee shall report to the Board on a regular basis regarding the following:

1. Level of community transmission of COVID-19
2. COVID-19 vaccination coverage in the community and among students and staff
3. Any local COVID-19 outbreaks or increasing trends
4. Changes to local, state, and/or federal public health guidance, orders, and laws
5. Any revisions to the district's COVID-19 safety plan

Reporting to the Public Health Department

Upon learning that a school employee or student who has tested positive for COVID-19 was present on campus while infectious, the Superintendent or designee shall immediately, and in no case later than 24 hours after learning of the positive case, notify the local health officer or the local health officer's representative about the positive case. The notification shall be made even if the individual who tested positive has not provided prior consent to the disclosure of personally identifiable information and shall include all of the following information, if known: (Education Code 32090)

1. Identifying information of the individual who tested positive, including full name, address, telephone number, and date of birth
2. The date of the positive test, the school(s) at which the individual was present, and the date the individual was last onsite at the school(s)
3. The name, address, and telephone number of the person making the report

If a school has two or more outbreaks of COVID-19 and is subject to a safety review by CDPH pursuant to Education

Code 32090, the Superintendent or designee shall cooperate fully with the review.

Statewide Instructional Mode Survey

On or before the second and fourth Monday of each month, the Superintendent or designee shall submit to the California Collaborative for Educational (CCEE) information required under Education Code 32091, in accordance with the form and procedures determined by CCEE.

Stakeholder Engagement and Community Relations

The district shall solicit input from stakeholders on how to best support students following the learning disruptions of the pandemic through appropriate methods, which may include surveys, community and family meetings, and other methods identified by the Superintendent or designee.

The Superintendent or designee shall collaborate with local health authorities to ensure that parents/guardians are provided with the information needed to ensure that public health guidance is observed in the home as well as in school, such as information about isolation and quarantine requirements, face mask requirements, symptom checks prior to school attendance, and who to contact when students have symptoms and/or were exposed.

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding community transmission levels, district operations, school schedules, and steps the district is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

The district shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that district operations reflect current recommendations and best practices for COVID-19 mitigation strategies. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

Learning Recovery and Social-Emotional Support

The Superintendent or designee shall develop a plan for assessing students' current academic levels early in the school year to ensure that each student is provided with appropriate opportunities for learning recovery based on need. The plan may include:

1. Use of interim or diagnostic assessments
2. Review of available data from assessments within the California Assessment of Student Performance and Progress
3. Review of attendance data from the 2020-2021 school year
4. Review of prior year grades
5. Discussion of student needs and strengths with parents/guardians and former teachers

The Superintendent or designee shall develop and implement a learning recovery program that, at a minimum, provides supplemental instruction and support for social emotional well-being, and to the maximum extent permissible meals and snacks, to eligible students. (Education Code 43522)

Supplemental Instruction and Support

The district shall provide students with evidence-based supports and interventions in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports through a program of engaging learning experiences in a positive school climate. (Education Code 43522)

Targeted and intensive supports may include: (Education Code 43522)

1. Extending instructional learning time based on student learning needs including through summer school or intersessional instructional programs

2. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff
3. Learning recovery programs and materials designed to accelerate student academic proficiency, English language proficiency, or both
4. Integrated student supports to address other barriers to learning, such as:
 - a. The provision of health, counseling, or mental health services
 - b. Access to school meal programs
 - c. Access to before and after school programs
 - d. Programs to address student trauma and social-emotional learning
 - e. Referrals for support for family or student needs
5. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports
6. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility
7. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning
8. Other interventions identified by the Superintendent or designee

To ensure schoolwide implementation of the district's tiered framework of supports, the Superintendent or designee shall plan staff development that includes: (Education Code 43522)

1. Accelerated learning strategies and effective techniques for closing learning gaps, including training in facilitating quality learning opportunities for all students
2. Strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs

Reengagement for Chronically Absent Students

The Superintendent or designee shall implement strategies for identifying, locating, and reengaging students who were chronically absent or disengaged during the 2020-21 school year, including students who were kindergarten-age but who did not enroll in kindergarten. Strategies for reengaging students may include:

1. Personal outreach to families, including by staff who are known to families
2. Door-to-door campaigns
3. The use of social media to spread awareness about the implementation of COVID-19 mitigation strategies
4. Welcoming and supporting students who experienced chronic absenteeism due to the COVID-19 pandemic or who are returning to school after a long absence

Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or is subject to a quarantine order to stay home in accordance with state and local health orders.

The Superintendent or designee shall ensure continuity of instruction for students who may be under a quarantine order to stay home, by offering such students independent study or other instructional delivery channels that allows

the student to continue to participate in the instructional program to the greatest extent possible.

Nondiscrimination

The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff except as allowed by law. (Education Code 49450)

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on their medical condition or COVID status, exposure, or high-risk status.

Policy 0500: Accountability

Status: DRAFT

Original Adopted Date: 02/21/2018

The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of the district and each district school. The Board shall regularly review the effectiveness of district programs, personnel, and fiscal operations, with a focus on the capacity to improve student achievement. The Board shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the district's vision and goals set forth in the local control and accountability plan (LCAP).

District and school performance shall be annually evaluated based on multiple measures specified in the California Accountability and Continuous Improvement System as reported on the California School Dashboard.

The district and each district school shall demonstrate comparable improvement in academic achievement for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and students experiencing homelessness, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth, long-term English learners, or students experiencing homelessness. (Education Code 52052)

The Superintendent shall provide regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of district programs and operations and as part of the development or annual update of the LCAP.

Evaluation results may be used as a basis for revising district or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support and assistance, awarding incentives or rewards, and establishing other performance-based consequences.

The district shall accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072. If the County Superintendent of Schools is required to provide technical assistance to the district, the district shall accept the technical assistance by providing timely documentation to, and maintaining regular communication with, the County Superintendent. (Education Code 52071)

Policy 0500: Accountability

Status: ADOPTED

Original Adopted Date: 02/21/2018 | Last Reviewed Date: 02/21/2018

The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of the district and each district school. The Board shall regularly review the effectiveness of district programs, personnel, and fiscal operations, with a focus on the capacity to improve student achievement. The Board shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the district's vision and goals set forth in the local control and accountability plan (LCAP).

District and school performance shall be annually evaluated based on multiple measures specified in the California Accountability and Continuous Improvement System as reported on the California School Dashboard.

The district's alternative schools serving high-risk student populations, including continuation high schools, opportunity schools, community day schools, and nonpublic, nonsectarian schools pursuant to Education Code 56366, shall be subject to an alternative accountability system established by the Superintendent of Public Instruction. (Education Code 52052, 56366)

The district and each district school shall demonstrate comparable improvement in academic achievement for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth or homeless students. (Education Code 52052)

The Superintendent shall provide regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of district programs and operations and as part of the development or annual update of the LCAP.

Evaluation results may be used as a basis for revising district or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support and assistance, awarding incentives or rewards, and establishing other performance-based consequences.

Policy 0520: Intervention In Underperforming Schools

Status: DRAFT

Original Adopted Date: 02/19/2020

The Governing Board desires that all district schools provide a high-quality educational program that maximizes the achievement of each district student. The district shall provide assistance to schools to support the continuous improvement of student performance within the priorities identified in the district's local control and accountability plan (LCAP) and to enhance the achievement of low-performing student subgroups.

At its discretion, the Board may submit a request to the County Superintendent of Schools for technical assistance regarding the following: (Education Code 52071)

1. Identifying the district's strengths and weaknesses in regard to state priorities addressed in the LCAP, including collaboration between the district and County Superintendent to review performance data on the state and local indicators included in the California School Dashboard, educator qualifications data, and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness
2. Identifying student subgroups that are low performing or experiencing significant disparities from other subgroups as identified on the California School Dashboard in order to identify and implement effective programs and practices to improve the outcomes and opportunities for these students
3. Securing assistance from an academic, programmatic, or fiscal expert, or team of experts, to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the district
4. Identifying areas of strengths and weaknesses in the identified goals, actions, and services addressed in the LCAP, with a particular focus on those areas considered to be contributing toward meeting the increased or improved services requirement and all required goals
5. Reviewing the district's data management policies and collection and submission processes, including monitoring and oversight of the student information system, to ensure the submission of accurate data according to the processes and timelines established by the California Department of Education (CDE)

In the event that the County Superintendent requires the district to receive technical assistance based on a determination that one or more numerically significant student subgroups in a district school meet the performance criteria established pursuant Education Code 52064.5, the district shall, for a minimum of two years, maintain regular communication with, and provide timely documentation to, the County Superintendent regarding the district's completion of the activities listed in Items #1-5 above, or substantially similar activities. (Education Code 52071)

The district may, at its own expense, engage another service provider, including, but not limited to, another school district, the county office of education, or a charter school, to act as a partner to the district in filling the district's need for technical assistance. (Education Code 52071)

The district shall consider any recommendations from the California Collaborative for Educational Excellence in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52072, 52074)

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: (Education Code 52072.1)

1. Revision of the district's LCAP
2. Revision of the district's budget, in conjunction with changes in the LCAP, that would allow the district to improve the outcomes for all student subgroups in regard to state and local priorities
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

In addition, any school identified by CDE for comprehensive support and improvement, targeted support and improvement, or additional targeted support and improvement shall develop and implement a school plan in accordance with 20 USC 6311. Such schools may be required to partner with an external entity, agency, or individual with demonstrated expertise and capacity to identify and implement more rigorous interventions.

Policy 0520: Intervention In Underperforming Schools

Status: ADOPTED

Original Adopted Date: 02/19/2020 | Last Reviewed Date: 02/19/2020

The Governing Board desires that all district schools provide a high-quality educational program that maximizes the achievement of each district student. The district shall provide assistance to schools to support the continuous improvement of student performance within the priorities identified in the district's local control and accountability plan (LCAP) and to enhance the achievement of low-performing student subgroups.

Voluntary Intervention

At its discretion, the Board may submit a request to the County Superintendent of Schools for technical assistance regarding the following: (Education Code 52071)

1. Identifying the district's strengths and weaknesses in regard to state priorities addressed in the LCAP, including collaboration between the district and County Superintendent to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness
2. Securing assistance from an academic, programmatic, or fiscal expert, or team of experts, to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the district

Required Intervention

In the event that the County Superintendent requires the district to receive technical assistance based on a determination that one or more numerically significant student subgroups in a district school meet the performance criteria established pursuant Education Code 52064.5, the Board shall work with the County Superintendent and shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items #1-2 above or substantially similar activities. (Education Code 52071)

With the approval of the County Superintendent, the district may, at its own expense, engage another service provider, including, but not limited to, another school district, the county office of education, or a charter school, to act as a partner to the district in filling the district's need for technical assistance. (Education Code 52071)

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)

If the SPI identifies the district as needing intervention, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: (Education Code 52072)

1. Revision of the district's LCAP
2. Revision of the district's budget, in conjunction with changes in the LCAP, that would allow the district to improve the outcomes for all student subgroups in regard to state and local priorities
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

In addition, any school identified by the California Department of Education for comprehensive support and improvement, targeted support and improvement, or additional targeted support and improvement shall develop and implement a school plan in accordance with 20 USC 6311. Such schools may be required to partner with an external entity, agency, or individual with demonstrated expertise and capacity to identify and implement more rigorous interventions.

Regulation 1220: Citizen Advisory Committees

Status: DRAFT

Original Adopted Date: 03/20/2019

Committee Charge

When committees are appointed, committee members shall receive written information which includes, but is not limited to:

1. The committee members' names
2. The procedure to be used in the selection of the committee chairperson and other committee officers
3. The name(s) and contact information of staff member(s) assigned to support the work of the committee
4. The goals and specific charge(s) of the committee, including its topic(s) for study
5. The specific period of time that the committee is expected to serve
6. Legal requirements regarding meeting conduct and public notifications
7. Resources available to help the committee perform its tasks
8. Timelines for progress reports and/or final report
9. Relevant Board policies and administrative regulations

Committees Subject to Brown Act Requirements

Brown Act requirements pertaining to open meetings, notices, and public participation pursuant to Government Code 54950-54963 shall be complied with by any committee created by formal action of the Governing Board, including, but not limited to, the following:

1. Advisory committee established pursuant to Education Code 8070 related to career technical education
2. Committee established to assist in development of a student wellness policy pursuant to 42 USC 1758b
3. Committee established pursuant to Education Code 17387-17391 related to the use or disposition of excess real property
4. Citizens' oversight committee established to examine the expenditure of general obligation bond or school facilities improvement bond revenues passed with a 55 percent majority of the voters pursuant to Education Code 15278 and 15359.3

Committees Not Subject to Brown Act Requirements

The following committees shall comply with procedural meeting requirements established in Education Code 35147:

1. Parent advisory committee and English learner parent advisory committee established pursuant to Education Code 52063 to review and comment on the local control and accountability plan
2. School site councils established pursuant to Education Code 65000-65001 to develop and approve a school plan for student achievement
3. District or school advisory committees established pursuant to Education Code 52176 related to programs for English learners
4. School advisory committees established pursuant to Education Code 54425(b) related to compensatory education
5. Any district advisory committee established pursuant to Education Code 54444.2 related to migrant education programs

6. School committees established pursuant to Education Code 11503 related to parent involvement

7. Advisory committees established pursuant to Education Code 56190-56194 related to special education

Meetings of the above councils or committees shall be open to the public, and any member of the public shall have the opportunity to address the council or committee during the meeting on any item within its subject matter jurisdiction. Notice of the meeting shall be posted at the school site or other appropriate location accessible to the public at least 72 hours before the meeting, specifying the date, time, and location of the meeting and containing an agenda that describes each item of business to be discussed or acted upon. (Education Code 35147)

The above councils or committees shall not take action on any item of business not listed on the agenda until after all members present vote unanimously finding that there is a need to take immediate action and that this need came to the council's or committee's attention after the agenda was posted. In addition to addressing items on the agenda, members of the council, committee, or public may ask questions or make brief statements that do not have a significant effect on district students or employees or that can be resolved solely by providing information. (Education Code 35147)

Any council or committee violating the above procedural requirements must, at the demand of any person, reconsider the item at the next meeting, after allowing for public input on the item. (Education Code 35147)

Any materials provided to a council or committee shall be made available to any member of the public upon request pursuant to the California Public Records Act, Government Code 7920.00-7930.215. (Education Code 35147)

Committees Created by Superintendent

Committees created by the Superintendent or designee that do not report to the Board and are not specified in Education Code 35147, shall not be subject to the requirements of the Brown Act or Education Code 35147.

Regulation 1220: Citizen Advisory Committees

Status: ADOPTED

Original Adopted Date: 03/20/2019 | Last Reviewed Date: 03/20/2019

Committee Charge

When committees are appointed, committee members shall receive written information which includes, but is not limited to:

1. The committee members' names
2. The procedure to be used in the selection of the committee chairperson and other committee officers
3. The name(s) and contact information of staff member(s) assigned to support the work of the committee
4. The goals and specific charge(s) of the committee, including its topic(s) for study
5. The specific period of time that the committee is expected to serve
6. Legal requirements regarding meeting conduct and public notifications
7. Resources available to help the committee perform its tasks
8. Timelines for progress reports and/or final report
9. Relevant Board policies and administrative regulations

Committees Subject to Brown Act Requirements

Brown Act requirements pertaining to open meetings, notices, and public participation pursuant to Government Code 54950-54963 shall be complied with by any committee created by formal action of the Governing Board, including, but not limited to, the following:

1. Advisory committee established pursuant to Education Code 56190-56194 related to special education
2. Advisory committee established pursuant to Education Code 8070 related to career technical education
3. Committee established to assist in development of a student wellness policy pursuant to 42 USC 1758b
4. Committee established pursuant to Education Code 17387-17391 related to the use or disposition of excess real property
5. Citizens' oversight committee established to examine the expenditure of general obligation bond or school facilities improvement bond revenues passed with a 55 percent majority of the voters pursuant to Education Code 15278 and 15359.3

Committees Not Subject to Brown Act Requirements

The following committees shall comply with procedural meeting requirements established in Education Code 35147:

1. Parent advisory committee and English learner parent advisory committee established pursuant to Education Code 52063 to review and comment on the local control and accountability plan
2. School site councils established pursuant to Education Code 65000-65001 to develop and approve a school plan for student achievement
3. District or school advisory committees established pursuant to Education Code 52176 related to programs for English learners
4. School advisory committees established pursuant to Education Code 54425(b) related to compensatory education

5. Any district advisory committee established pursuant to Education Code 54444.2 related to migrant education programs
6. School committees established pursuant to Education Code 11503 related to parent involvement

Meetings of the above councils or committees shall be open to the public, and any member of the public shall have the opportunity to address the council or committee during the meeting on any item within its jurisdiction. Notice of the meeting shall be posted at the school site or other appropriate accessible location at least 72 hours before the meeting, specifying the date, time, and location of the meeting and containing an agenda that describes each item of business to be discussed or acted upon. (Education Code 35147)

The above councils or committees shall not take action on any item not listed on the agenda unless all members present unanimously find that there is a need to take immediate action and that this need came to the council's or committee's attention after the agenda was posted. In addition to addressing items on the agenda, members of the council, committee, or public may ask questions or make brief statements that do not have a significant effect on district students or employees or that can be resolved solely by providing information. (Education Code 35147)

Any council or committee violating the above procedural requirements must, at the demand of any person, reconsider the item at the next meeting, first allowing for public input on the item. (Education Code 35147)

Any materials provided to a council or committee shall be made available to any member of the public upon request pursuant to the California Public Records Act, Government Code 6250-6270. (Education Code 35147)

Committees Created by Superintendent

Committees which are created by the Superintendent or designee to advise the administration, do not report to the Board, and are not specified in Education Code 35147 shall not be subject to the requirements of the Brown Act or Education Code 35147.

Policy 1431: Waivers

Status: DRAFT

Original Adopted Date: 11/20/2013 | Last Revised Date: 02/19/2020

The Governing Board recognizes that circumstances may arise in the operation of the district that require a waiver from state law or regulation. When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state law or regulation which SBE has authority to waive pursuant to Education Code 33050.

Any waiver request to be submitted to SBE shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

If the proposed waiver request affects a program that requires the existence of a school site council, the Superintendent or designee shall obtain the school site council's approval of the request before presenting it to the Board. As appropriate, other councils or advisory committees, including bilingual advisory committees, shall be provided adequate opportunity to review a proposed waiver request, and the request shall include a written summary of any objections to the request by the councils or advisory committees. (Education Code 33051)

In addition, the Superintendent or designee shall consult with the exclusive representative of district employees in the development of the waiver request, and shall include in the request the exclusive representative's position regarding the waiver. (Education Code 33050, 33051)

A request for a waiver related to a regional occupational center or program operated by a joint powers agency shall be submitted as a joint waiver request with other participating school districts upon approval of a unanimous vote of the governing board of the joint powers agency. (Education Code 33050)

To receive public testimony on each proposal for a waiver request, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

The notice, which shall state the time, date, location, and subject of the public hearing and invite public testimony, shall be printed in a newspaper of general circulation, posted at each school and three public places in the district, or published on the district's website.

If the district determines that a waiver is needed for more than one year, the Board shall reapply to SBE. When the Board has requested and received the same general waiver from SBE for two consecutive years, the Board does not subsequently need to reapply annually provided that the information contained on the request remains current; except that the district shall apply annually for the renewal of any waiver regarding teacher credentialing. (Education Code 33051)

Policy 1431: Waivers

Status: ADOPTED

Original Adopted Date: 11/20/2013 | Last Revised Date: 02/19/2020 | Last Reviewed Date: 02/19/2020

The Governing Board recognizes that circumstances may arise in the operation of the district that require a waiver from state law or regulation. When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state law or regulation which SBE has authority to waive pursuant to Education Code 33050.

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Delete

**Board Policy Manual
Center Joint Unified School District**

Policy 2300: ^Conflict Of Interest Code: Designated Personnel

Status: ADOPTED

Original Adopted Date: 08/16/1982 | Last Revised Date: 12/16/2009 | Last Reviewed Date: 12/16/2009

Persons occupying the following positions are designated employees and must disclose financial interests defined in Appendix B of Bylaw 9270:

Superintendent of Schools (All categories of Appendix B)

Chief Administrative Officer

Assistant Superintendent, Operations & Facilities

Director of Fiscal Services

Director of Personnel

The Board expects each of the persons identified as designated employees to conform to the requirements of Bylaw 9270 for that position.

Policy 3400: Management Of District Assets/Accounts

Status: DRAFT

Original Adopted Date: 10/17/2007

The Governing Board recognizes its fiduciary responsibility to effectively manage and safeguard the district's assets and resources in order to help achieve the district's goals for student learning. The Superintendent or designee shall establish and maintain an accurate, efficient financial management system that enhances the district's ability to meet its fiscal obligations, produces reliable financial reports, and complies with laws, regulations, policies, and procedures. The Superintendent or designee shall ensure that the district's accounting system provides ongoing internal controls and meets generally accepted accounting standards as specified by the California Department of Education and, as appropriate, the Governmental Accounting Standards Board (GASB). When required by law or as directed by the Board, and in accordance with Board Policy and Administrative Regulation 3460 - Financial Reports and Accountability, the Superintendent or designee shall submit to the Board reports of the district's financial status.

Capital Assets

The Superintendent or designee shall develop a system to accurately identify and value district assets in order to help ensure financial accountability and to minimize the risk of loss or misuse. District assets with a useful life of more than one year and an initial acquisition cost of \$5,000 or more shall be considered capital assets. The Superintendent or designee shall determine the estimated useful life of each capital asset and shall calculate and report the estimated loss of value or depreciation during each accounting period for all capital assets.

Internal Controls/Fraud Prevention

The Board expects Board members, employees, consultants, vendors, contractors, and other parties maintaining a business relationship with the district to act with integrity and due diligence in dealings involving the district's assets and fiscal resources.

Board members and district employees involved in the making of contracts on behalf of the district shall comply with the district's conflict of interest policy as specified in Board Bylaw 9270 - Conflict of Interest.

The Superintendent or designee shall develop internal controls which aid in the prevention and detection of fraud, financial impropriety, or irregularity within the district, assist with effective and efficient operation of the district, produce reliable financial information, and ensure compliance with all applicable laws and regulations. These internal controls may include, but are not limited to, segregating and monitoring employee duties relating to authorization, custody of assets, and recording or reporting of transactions; providing detailed, written job descriptions explaining the segregation of functions; adopting an integrated financial system; developing timely reconciliations of budgets, ledgers, and accounts; conducting background checks on business office employees; and requiring continuous in-service training for business office staff and board members on the importance of fraud prevention, financial management, budget, and governance.

All employees shall be alert for any indication of fraud, financial impropriety, or irregularity within their area of responsibility. Any employee who suspects fraud, impropriety, or irregularity shall immediately report those suspicions to the employee's immediate supervisor and/or the Superintendent or designee. In addition, the Superintendent or designee shall establish a method for employees and outside persons to anonymously report any suspected instances of fraud, impropriety, or irregularity.

The Superintendent or designee shall have primary responsibility for any necessary investigations of suspected fraud, impropriety, or irregularity, in coordination with legal counsel, the district's auditors, the Fiscal Crisis and Management Assistance Team (FCMAT), law enforcement agencies, or other governmental entities, as appropriate.

The Superintendent or designee shall provide regular reports to the Board on the status of the district's internal control procedures and recommend any necessary revisions to related Board policies or administrative regulations.

Policy 3400: Management Of District Assets/Accounts

Status: ADOPTED

Original Adopted Date: 10/17/2007 | Last Reviewed Date: 10/17/2007

The Governing Board recognizes its fiduciary responsibility to effectively manage and safeguard the district's assets and resources in order to help achieve the district's goals for student learning. The Superintendent or designee shall establish and maintain an accurate, efficient financial management system that enhances the district's ability to meet its fiscal obligations, produces reliable financial reports, and complies with laws, regulations, policies, and procedures. He/she shall ensure that the district's accounting system provides ongoing internal controls and meets generally accepted accounting standards.

Capital Assets

The Superintendent or designee shall develop a system to accurately identify and value district assets in order to help ensure financial accountability and to minimize the risk of loss or misuse. District assets with a useful life of more than one year and an initial acquisition cost of \$5,000 or more shall be considered capital assets. The Superintendent or designee shall determine the estimated useful life of each capital asset and shall calculate and report the estimated loss of value or depreciation during each accounting period for all capital assets.

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The Board expects Board members, employees, consultants, vendors, contractors, and other parties maintaining a business relationship with the district to act with integrity and due diligence in dealings involving the district's assets and fiscal resources.

The Superintendent or designee shall develop internal controls which aid in the prevention and detection of fraud, financial impropriety, or irregularity within the district. These internal controls may include, but are not limited to, segregating employee duties relating to authorization, custody of assets, and recording or reporting of transactions; providing detailed, written job descriptions explaining the segregation of functions; adopting an integrated financial system; conducting background checks on business office employees; and requiring continuous in-service training for business office staff on the importance of fraud prevention.

All employees shall be alert for any indication of fraud, financial impropriety, or irregularity within their area of responsibility. Any employee who suspects fraud, impropriety, or irregularity shall immediately report those suspicions to his/her immediate supervisor and/or the Superintendent or designee. In addition, the Superintendent or designee shall establish a method for employees and outside persons to anonymously report any suspected instances of fraud, impropriety, or irregularity.

The Superintendent or designee shall have primary responsibility for any necessary investigations of suspected fraud, impropriety, or irregularity, in coordination with legal counsel, the district's auditors, law enforcement agencies, or other governmental entities, as appropriate.

The Superintendent or designee shall provide regular reports to the Board on the status of the district's internal control procedures and recommend any necessary revisions to related Board policies or administrative regulations.

Regulation 3400: Management Of District Assets/Accounts

Status: DRAFT

Original Adopted Date: 10/01/2003

Accounts

The district's accounting system shall fully comply with the definitions, instructions and procedures set forth in the California Department of Education (CDE) School Accounting Manual. (Education Code 41010)

The district shall utilize CDE's standardized account code structure (SACS) software to develop financial reports. The district's accounting system shall comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB) and meet other state and federal reporting guidelines.

The Superintendent or designee shall ensure that funds are encumbered in the district accounting records immediately after an expenditure is committed for subsequent payment.

Fraud and Misappropriation of Funds

Fraud, financial improprieties, or irregularities include but are not limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the district
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document
3. Misappropriation of funds, securities, supplies, or other assets
4. Impropriety in the handling of money or reporting of financial transactions
5. Profiteering as a result of insider knowledge of district information or activities
6. Disclosing confidential and/or proprietary information to outside parties
7. Disclosing investment activities engaged in or contemplated by the district
8. Accepting or seeking anything of material value from contractors, vendors, or persons providing services or materials to the district
9. Destroying, removing, or inappropriately using of records, furniture, fixtures, or equipment
10. Failing to provide financial records to authorized state or local entities
11. Overstating income, expenses, or misreporting time
12. Failing to report a conflict of interest
13. Any other dishonest or fraudulent act

District Investigation

The Superintendent or designee shall investigate reports of fraudulent activity in a manner that protects the confidentiality of the parties and the facts. All employees involved in the investigation shall be advised to keep information about the investigation confidential.

If an investigation substantiates the occurrence of a fraudulent activity, the Superintendent or designee shall issue a report to appropriate personnel and to the Governing Board. The final disposition of the matter, any decision to file a criminal complaint or refer the matter to the appropriate law enforcement and/or regulatory agency for independent investigation, and discussing or disclosing the result of any investigation shall be made in consultation with legal counsel.

County Office of Education Investigation

The district shall cooperate with the County Superintendent of Schools, Fiscal Crisis and Management Assistance Team (FCMAT); law enforcement, or other governmental entities that conduct a fraud investigation, in accordance with law. (Education Code 1241.5)

Regulation 3400: Management Of District Assets/Accounts

Status: ADOPTED

Original Adopted Date: 10/01/2003 | Last Reviewed Date: 10/01/2003

Accounts

The district's accounting system shall fully comply with the definitions, instructions and procedures set forth in the California Department of Education School Accounting Manual. (Education Code 41010)

The Superintendent or designee shall ensure that funds are encumbered in the district accounting records immediately after an expenditure is committed for subsequent payment.

Fraud Prevention and Investigation

Fraud, financial improprieties or irregularities include but are not limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the district
2. Forgery or unauthorized alteration of a check, bank draft or any other financial document
3. Misappropriation of funds, securities, supplies or other assets
4. Impropriety in the handling of money or reporting of financial transactions
5. Profiteering as a result of insider knowledge of district information or activities
6. Disclosing confidential and/or proprietary information to outside parties
7. Disclosing investment activities engaged in or contemplated by the district
8. Accepting or seeking anything of material value from contractors, vendors or persons providing services or materials to the district
9. Destroying, removing or inappropriately using of records, furniture, fixtures or equipment
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11. Any other dishonest or fraudulent act

The Superintendent or designee shall investigate reports of fraudulent activity in a manner that protects the confidentiality of the parties and the facts. All employees involved in the investigation shall be advised to keep information about the investigation confidential.

If an investigation substantiates the occurrence of a fraudulent activity, the Superintendent or designee shall issue a report to appropriate personnel and to the Governing Board. The final disposition of the matter and any decision to file a criminal complaint or refer the matter to the appropriate law enforcement and/or regulatory agency for independent investigation shall be made in consultation with legal counsel. The result of the investigation shall not be disclosed to or discussed with anyone other than those individuals with a legitimate need to know.

Policy 3516: Emergencies And Disaster Preparedness Plan

Status: DRAFT

Original Adopted Date: 06/13/2018

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, the Superintendent shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services the district may deem necessary to meet the community's needs. (Education Code 32282)

District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

Policy 3516: Emergencies And Disaster Preparedness Plan

Status: ADOPTED

Original Adopted Date: 06/13/2018 | Last Reviewed Date: 06/13/2018

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

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In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, and may include administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

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District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

Regulation 3516: Emergencies And Disaster Preparedness Plan

Status: DRAFT

Original Adopted Date: 12/13/2017 | Last Revised Date: 06/13/2018

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff
2. Earthquake, flood, or other natural disasters
3. Environmental hazards, such as leakages or spills of hazardous materials
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group
5. Bomb threat or actual detonation
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak
8. Attack or threat of attack to the district's digital network and technology infrastructure

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities
2. Routine monitoring of the security of the district's digital network and technology infrastructure
3. Instruction for district staff and students regarding emergency plans, including:
 - a. Training of staff in first aid and cardiopulmonary resuscitation
 - b. Regular practice of emergency procedures by students and staff
4. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during an emergency, including authorization to use discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - e. Assignment of responsibility for identification of injured persons and administration of first aid
5. Personal safety and security, including:
 - a. Identification of areas of responsibility for the supervision of students
 - b. Procedures for the evacuation of students and staff, including posting of evacuation routes
 - c. Procedures for the release of students, including a procedure to release students when reference to the

emergency card is not feasible

- d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety
 - e. Provision of a first aid kit to each classroom
 - f. Arrangements for students and staff with special needs
 - g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease
6. Closure of schools, including an analysis of:
- a. The impact on student learning and methods to ensure continuity of instruction
 - b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians
7. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:
- a. Identification of spokesperson(s)
 - b. Development and testing of communication platforms, such as hotlines, automatic dialing devices, telephone trees, websites, social media, and electronic notifications
 - c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
 - d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians
8. Cooperation with other state and local agencies, including:
- a. Development of guidelines for law enforcement involvement and intervention
 - b. Collaboration with the local health department, including development of a tracking system to alert the local health department of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease
9. Steps to be taken after the disaster or emergency, including:
- a. Inspection of school facilities
 - b. Provision of mental health services for students and staff, as needed

The Superintendent or designee shall assemble critical information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuation routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems, information to access the district's technology infrastructure, and insurance information. Such information shall be stored in a box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.

Regulation 3516: Emergencies And Disaster Preparedness Plan

Status: ADOPTED

Original Adopted Date: 12/13/2017 | Last Revised Date: 06/13/2018 | Last Reviewed Date: 06/13/2018

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff
2. Earthquake, flood, or other natural disasters
3. Environmental hazards, such as leakages or spills of hazardous materials
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group
5. Bomb threat or actual detonation
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak

The Superintendent or designee may ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities
2. Instruction for district staff and students regarding emergency plans, including:
 - a. Training of staff in first aid and cardiopulmonary resuscitation
 - b. Regular practice of emergency procedures by students and staff
3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during an emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - e. Assignment of responsibility for identification of injured persons and administration of first aid
4. Personal safety and security, including:
 - a. Identification of areas of responsibility for the supervision of students
 - b. Procedures for the evacuation of students and staff, including posting of evacuation routes
 - c. Procedures for the release of students, including a procedure to release students when reference to the emergency card is not feasible
 - d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

- e. Provision of a first aid kit to each classroom
 - f. Arrangements for students and staff with special needs
 - g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease
5. Closure of schools, including an analysis of:
- a. The impact on student learning and methods to ensure continuity of instruction
 - b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians
6. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:
- a. Identification of spokesperson(s)
 - b. Development and testing of communication platforms, such as hotlines, telephone trees, web sites, social media, and electronic notifications
 - c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
 - d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians
7. Cooperation with other state and local agencies, including:
- a. Development of guidelines for law enforcement involvement and intervention
 - b. Collaboration with the local health department, including development of a tracking system to alert the local health department of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease
8. Steps to be taken after the disaster or emergency, including:
- a. Inspection of school facilities
 - b. Provision of mental health services for students and staff, as needed

The Superintendent or designee shall assemble key information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuation routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, and procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems. Such information shall be stored in a box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.

Policy 3550: Food Service/Child Nutrition Program

Status: DRAFT

Original Adopted Date: 10/21/2015 | Last Revised Date: 11/16/2022

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law.

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. A nutritionally adequate breakfast or lunch is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program or National School Lunch Program.

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritious adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
2. Meet or exceed nutrition standards specified in law
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits.
4. Be served in age-appropriate portions

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's website, social media, flyers, and school publications.

The district's food service program shall give priority to serving freshly prepared onsite meals and medically restricted diet meals, using whole or minimally processed sustainable foods which are locally grown, produced or plant-based, including fresh fruits and vegetables.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals, positively impact students' knowledge related to food and nutrition, support the district's nutrition education program, and increase students' consumption of these foods and participation in school meals.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

Students shall be allowed adequate time and space to eat meals. (Education Code 49501.5)

To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for food

preparation and consumption.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation and service process.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by CDE.

Policy 3550: Food Service/Child Nutrition Program

Status: DRAFT

Original Adopted Date: 10/21/2015 | Last Revised Date: 11/16/2022 | Last Reviewed Date: 11/16/2022

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law.

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
2. Meet or exceed nutrition standards specified in law
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions
5. Be provided at no cost to students who request a meal

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's web site, social media, flyers, and school publications.

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents / guardians to participate in the selection of foods of good nutritional quality for school menus.

Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

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Regulation 3550: Food Service/Child Nutrition Program

Status: DRAFT

Original Adopted Date: 10/19/2016 | Last Revised Date: 11/16/2022

Nutrition Standards for School Meals

Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49501.5, 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable
2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.7)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall ensure that food service directors, managers, and staff complete an annual continuing education or training as required by law. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

Regulation 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 10/19/2016 | Last Revised Date: 11/16/2022 | Last Reviewed Date: 11/16/2022

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Policy 3551: Food Service Operations/Cafeteria Fund

Status: DRAFT

Original Adopted Date: 11/20/2019 | Last Revised Date: 12/20/2023

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and 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.

At the Board's discretion, district funds other than the cafeteria fund may be used for the purchase of school meals.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

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 CDE. (42 USC 1776)

Meal Sales

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. After such school meals have been made available to a student, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431, 49501.5)

As permitted by law, adult meals and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49431, 49501.5)

Meals may be sold to 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 authorized by the Superintendent or designee to be on campus. 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. 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 pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

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 for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

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)

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)

The district's food service program shall give priority to serving freshly prepared onsite meals and medically restricted diet meals, using whole or minimally processed sustainable foods which are locally grown, produced or plant based, including fresh fruits and vegetables.

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. 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 reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is 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 for domestic 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 CDE to ensure compliance of the district's food service program with federal requirements.

Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 11/20/2019 | **Last Revised Date:** 12/20/2023 | **Last Reviewed Date:** 12/20/2023

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and 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.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

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 CDE. (42 USC 1776)

Meal Sales

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to 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 authorized by the Superintendent or designee to be on campus. 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. 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 pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

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 for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

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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)

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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)

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. 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 reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is 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 for domestic 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 CDE to ensure compliance of the district's food service program with federal requirements.

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: DRAFT

Original Adopted Date: 11/20/2019 | Last Revised Date: 12/20/2023

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, 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 eligibility forms at the start of the school year
4. Posting the policy on the district's website

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 and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Minimizing Food Waste and Reducing Food Insecurity

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also 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 that complies with Health and Safety Code 113992, 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)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Governing 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.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

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)

Net cash resources in the nonprofit school food service shall not exceed six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

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 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. (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)

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 11/20/2019 | Last Revised Date: 12/20/2023 | Last Reviewed Date: 12/20/2023

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, 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 eligibility forms at the start of the school year
4. Posting the policy on the district's website

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 and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also 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 that complies with Health and Safety Code 113992, 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)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Governing 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.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

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)

Net cash resources in the nonprofit school food service shall not exceed six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

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 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. (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)

Policy 3553: Free And Reduced Price Meals

Status: DRAFT

Original Adopted Date: 06/13/2018 | Last Revised Date: 11/16/2022

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students in the district's food service program.

Each school day, the district shall make available, free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch for any student who requests a meal. (Education Code 49501.5)

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards, as specified in law and district-adopted guidelines.

The Board shall approve, and shall submit to CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students and that meets other requirements specified in Education Code 49557.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use records pertaining to an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data
2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

Policy 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 06/13/2018 | **Last Revised Date:** 11/16/2022 | **Last Reviewed Date:** 11/16/2022

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students in the district's food service program.

Each school day, the district shall provide, free of charge, a nutritionally adequate breakfast and lunch for any student who requests a meal. (Education Code 49501.5)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (COE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

The Board shall approve, and shall submit to COE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students and that meets other requirements specified in Education Code 49557.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use records pertaining to an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data
2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

Regulation 3553: Free And Reduced Price Meals

Status: DRAFT

Original Adopted Date: 06/13/2018 | Last Revised Date: 11/16/2022

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520, 49557; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are experiencing homelessness or who are migratory and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a.

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If, as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. At least 10 days prior to the actual reduction or termination, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the

household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to disclose a student's name and eligibility status from individual meal records only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

Nutrition Services Supervisor

In permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558).

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released
3. All other confidentiality provisions required by law are met
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose

Nondiscrimination Plan

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law
 2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means
 3. The students shall not be required to work for their meals
 4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time
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Regulation 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 06/13/2018 | Last Revised Date: 11/16/2022 | Last Reviewed Date: 11/16/2022

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse

action as described below

If as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. At least 10 days prior to the actual reduction or termination, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to disclose a student's name and eligibility status from individual meal records only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

Nutrition Services Supervisor

In permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.
3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals.

The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time.

Policy 4111: Recruitment And Selection

Status: DRAFT

Original Adopted Date: 06/13/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy 4111: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: 06/13/2018 | Last Reviewed Date: 06/13/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she shall also disseminate job announcements to ensure a wide range of candidates.

The district's selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations when appropriate, as necessary to identify the best possible candidate for a position.

The Superintendent or designee may establish an interview committee to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance with law.

No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws.

The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy 4211: Recruitment And Selection

Status: DRAFT

Original Adopted Date: 06/13/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy 4211: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: 06/13/2018 | Last Reviewed Date: 06/13/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she shall also disseminate job announcements to ensure a wide range of candidates.

The district's selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations when appropriate, as necessary to identify the best possible candidate for a position.

The Superintendent or designee may establish an interview committee to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance with law.

No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws.

The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy 4311: Recruitment And Selection

Status: DRAFT

Original Adopted Date: 06/13/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy 4311: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: 06/13/2018 | Last Reviewed Date: 06/13/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she shall also disseminate job announcements to ensure a wide range of candidates.

The district's selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations when appropriate, as necessary to identify the best possible candidate for a position.

The Superintendent or designee may establish an interview committee to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance with law.

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The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Regulation 4112.5: Criminal Record Check

Status: DRAFT

Original Adopted Date: 12/15/1999

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor
2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon
3. Convicted of a serious felony, that is not also a violent felony, and has proven to the sentencing court that rehabilitation for purposes of school employment has been attained for at least one year
4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing
5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

Regulation 4112.5: Criminal Record Check

Status: ADOPTED

Original Adopted Date: 12/15/1999 | Last Reviewed Date: 12/15/1999

Applicants for Employment

All applicants for classified positions, including temporary, substitute and part-time positions, shall be required to submit fingerprint identification cards. However, secondary school students attending a district school who are to be employed in a temporary or part-time position shall not be required to submit a fingerprint identification card. (Education Code 45125)

The Superintendent or designee shall ensure that each classified applicant has a local law enforcement authority prepare fingerprint identification cards with his/her personal description. The local law enforcement authority shall forward these cards, along with the required fee, to the Bureau of Criminal Identification Investigation, State Department of Justice, for processing. (Education Code 45125)

The district may charge the applicant a fee for processing the application as specified in law. If the applicant is subsequently hired by the district within 30 days of the application, the fee may be reimbursed to the applicant. (Education Code 45125)

The Superintendent or designee shall request the Department of Justice to forward one copy of the fingerprint cards to the Federal Bureau of Investigation for the purpose of obtaining any record of previous convictions of the applicant if: (Education Code 45125)

1. The person has not resided in the State of California for at least one year immediately preceding the person's application for employment
2. The person has resided for more than one year, but less than seven years, in the State of California and the Department of Justice has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to, or the use of a controlled substance, by a minor

The Governing Board shall not employ an applicant until the Department of Justice completes its check of the state criminal history files. (Education Code 45125)

The Superintendent or designee may hire a classified employee without waiting for the disposition of the employee's criminal history files upon a determination that an emergency or exceptional situation exists and that a delay in filling the position would endanger student health or safety. (Education Code 45125)

The Superintendent or designee may ask the local law enforcement agency to conduct an automated record check to ascertain whether a prospective classified employee has a criminal record. This information shall be requested only for applicants whom the district intends to hire at the time the check is requested. (Education Code 45125.5)

Current Employees

The Superintendent or designee shall maintain a list of all current district classified employees who have not completed a criminal background check, except secondary students employed in a temporary or part-time position by the district having jurisdiction over the school they attend. (Education Code 45125)

Upon notification by telephone from the Department of Justice that a current temporary, substitute or probationary classified employee has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay, unless the employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

Upon receipt of written notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall immediately terminate the temporary, substitute or probationary employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits. (Education Code 45122.1)

The Superintendent or designee shall request subsequent arrest service from the Department of Justice as provided under Penal Code 11105.2. (Education Code 45125)

Regulation 4212.5: Criminal Record Check

Status: DRAFT

Original Adopted Date: 12/15/1999

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor
2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon
3. Convicted of a serious felony, that is not also a violent felony, and has proven to the sentencing court that rehabilitation for purposes of school employment has been attained for at least one year
4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing
5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

Regulation 4212.5: Criminal Record Check

Status: ADOPTED

Original Adopted Date: 12/15/1999 | Last Reviewed Date: 12/15/1999

Applicants for Employment

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The Superintendent or designee shall ensure that each classified applicant has a local law enforcement authority prepare fingerprint identification cards with his/her personal description. The local law enforcement authority shall forward these cards, along with the required fee, to the Bureau of Criminal Identification Investigation, State Department of Justice, for processing. (Education Code 45125)

The district may charge the applicant a fee for processing the application as specified in law. If the applicant is subsequently hired by the district within 30 days of the application, the fee may be reimbursed to the applicant. (Education Code 45125)

The Superintendent or designee shall request the Department of Justice to forward one copy of the fingerprint cards to the Federal Bureau of Investigation for the purpose of obtaining any record of previous convictions of the applicant if: (Education Code 45125)

1. The person has not resided in the State of California for at least one year immediately preceding the person's application for employment
2. The person has resided for more than one year, but less than seven years, in the State of California and the Department of Justice has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to, or the use of a controlled substance, by a minor

The Governing Board shall not employ an applicant until the Department of Justice completes its check of the state criminal history files. (Education Code 45125)

The Superintendent or designee may hire a classified employee without waiting for the disposition of the employee's criminal history files upon a determination that an emergency or exceptional situation exists and that a delay in filling the position would endanger student health or safety. (Education Code 45125)

The Superintendent or designee may ask the local law enforcement agency to conduct an automated record check to ascertain whether a prospective classified employee has a criminal record. This information shall be requested only for applicants whom the district intends to hire at the time the check is requested. (Education Code 45125.5)

Current Employees

The Superintendent or designee shall maintain a list of all current district classified employees who have not completed a criminal background check, except secondary students employed in a temporary or part-time position by the district having jurisdiction over the school they attend. (Education Code 45125)

Upon notification by telephone from the Department of Justice that a current temporary, substitute or probationary classified employee has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay, unless the employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

Upon receipt of written notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall immediately terminate the temporary, substitute or probationary employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits. (Education Code 45122.1)

The Superintendent or designee shall request subsequent arrest service from the Department of Justice as provided under Penal Code 11105.2. (Education Code 45125)

Regulation 4312.5: Criminal Record Check

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Original Adopted Date: 12/15/1999

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1. Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor
2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon
3. Convicted of a serious felony, that is not also a violent felony, and has proven to the sentencing court that rehabilitation for purposes of school employment has been attained for at least one year
4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing
5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

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The Superintendent or designee shall require each person to be employed by the district to submit fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written-electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

Regulation 4312.5: Criminal Record Check

Status: ADOPTED

Original Adopted Date: 12/15/1999 | Last Reviewed Date: 12/15/1999

Applicants for Employment

All applicants for classified positions, including temporary, substitute and part-time positions, shall be required to submit fingerprint identification cards. However, secondary school students attending a district school who are to be employed in a temporary or part-time position shall not be required to submit a fingerprint identification card. (Education Code 45125)

The Superintendent or designee shall ensure that each classified applicant has a local law enforcement authority prepare fingerprint identification cards with his/her personal description. The local law enforcement authority shall forward these cards, along with the required fee, to the Bureau of Criminal Identification Investigation, State Department of Justice, for processing. (Education Code 45125)

The district may charge the applicant a fee for processing the application as specified in law. If the applicant is subsequently hired by the district within 30 days of the application, the fee may be reimbursed to the applicant. (Education Code 45125)

The Superintendent or designee shall request the Department of Justice to forward one copy of the fingerprint cards to the Federal Bureau of Investigation for the purpose of obtaining any record of previous convictions of the applicant if: (Education Code 45125)

1. The person has not resided in the State of California for at least one year immediately preceding the person's application for employment
2. The person has resided for more than one year, but less than seven years, in the State of California and the Department of Justice has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to, or the use of a controlled substance, by a minor

The Governing Board shall not employ an applicant until the Department of Justice completes its check of the state criminal history files. (Education Code 45125)

The Superintendent or designee may hire a classified employee without waiting for the disposition of the employee's criminal history files upon a determination that an emergency or exceptional situation exists and that a delay in filling the position would endanger student health or safety. (Education Code 45125)

The Superintendent or designee may ask the local law enforcement agency to conduct an automated record check to ascertain whether a prospective classified employee has a criminal record. This information shall be requested only for applicants whom the district intends to hire at the time the check is requested. (Education Code 45125.5)

Current Employees

The Superintendent or designee shall maintain a list of all current district classified employees who have not completed a criminal background check, except secondary students employed in a temporary or part-time position by the district having jurisdiction over the school they attend. (Education Code 45125)

Upon notification by telephone from the Department of Justice that a current temporary, substitute or probationary classified employee has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay, unless the employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

Upon receipt of written notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall immediately terminate the temporary, substitute or probationary employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits. (Education Code 45122.1)

The Superintendent or designee shall request subsequent arrest service from the Department of Justice as provided under Penal Code 11105.2. (Education Code 45125)

Exhibit 4112.5-E(1): Criminal Record Check

Status: DRAFT

Original Adopted Date: Pending

**SAMPLE EMPLOYEE STATEMENT FORM
USE OF CRIMINAL JUSTICE INFORMATION**

As an employee/volunteer of Center Joint Unified School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

- Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)
- Penal Code 11142: Authorized person furnishing to other (misdemeanor)
- Penal Code 11143: Unauthorized person in possession (misdemeanor)
- California Constitution, Article I, Section 1 (Right to Privacy)
- Civil Code 1798.53, Invasion of Privacy
- Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Name of District: Center Joint Unified School District

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

Exhibit (PDF) 4112.5-E PDF(1): Criminal Record Check

Status: ADOPTED

Original Adopted Date: 05/03/2021

See PDF on the next page.

SAMPLE EMPLOYEE STATEMENT FORM

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Status: ADOPTED

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Signature Date

Printed Name Title

Name of District

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Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 10/21/2015 | Last Revised Date: 03/15/2023

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are appropriately documented and taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, suspension or leave without pay, or dismissal.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5)

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 10/21/2015 | **Last Revised Date:** 03/15/2023 | **Last Reviewed Date:** 03/15/2023

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, and administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

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If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 04/20/2022 | Last Revised Date: 03/15/2023

Causes for Suspension or Dismissal

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 prohibiting the advocacy or teaching of communism
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

Suspension/Dismissal of Permanent Employees

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists. (Education Code 44934, 44934.1)
2. The employee, upon receiving notice of the Board's intent to suspend or dismiss, may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)
3. Except when the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)
4. The employee shall be suspended or dismissed when the Commission on Professional Competence or administrative law judge has issued its decision upholding suspension or dismissal or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss.

(Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing 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. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons if proper notice is provided by March 15 of the employee's second, complete, consecutive year of employment. (Education Code 44929.21, 44929.23)

During the school year, a probationary employee who is in the first or second year of service may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.
2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.
3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinol. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless a hearing is demanded. (Education Code 44940, 44940.5)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of the second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 04/20/2022 | Last Revised Date: 03/15/2023 | Last Reviewed Date: 03/15/2023

Causes for Suspension or Dismissal

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 prohibiting the advocacy or teaching of communism
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

Suspension/Dismissal of Permanent Employees

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists (Education Code 44934, 44934.1)
2. The employee, upon receiving notice of the Board's intent to suspend or dismiss, may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)
3. Except when the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)
4. The employee shall be suspended or dismissed when the Commission on Professional Competence or

administrative law judge has issued its decision supporting suspension or dismissal or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing 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. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons, if proper notice is provided by March 15. (Education Code 44929.21, 44929.23)

During the school year, a probationary employee who is in the first or second year of service may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.
2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.
3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

Compulsory Leave of Absence

Upon being informed by law enforcement that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 prohibiting murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if

the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless a hearing is demanded. (Education Code 44940, 44940.5)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of the second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

Policy 4140: Bargaining Units

Status: DRAFT

Original Adopted Date: 09/19/2018 | Last Revised Date: 10/18/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556).

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Policy 4140: Bargaining Units

Status: ADOPTED

Original Adopted Date: 09/19/2018 | Last Revised Date: 10/18/2023 | Last Reviewed Date: 10/18/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially

recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy 4240: Bargaining Units

Status: DRAFT

Original Adopted Date: 09/19/2018 | Last Revised Date: 10/18/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to a actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Policy 4240: Bargaining Units

Status: ADOPTED

Original Adopted Date: 09/19/2018 | Last Revised Date: 10/18/2023 | Last Reviewed Date: 10/18/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially

recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communication with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy 4340: Bargaining Units

Status: DRAFT

Original Adopted Date: 09/19/2018 | Last Revised Date: 10/18/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Policy 4340: Bargaining Units

Status: ADOPTED

Original Adopted Date: 09/19/2018 | Last Revised Date: 10/18/2023 | Last Reviewed Date: 10/18/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially

recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy 4157: Employee Safety

Status: DRAFT

Original Adopted Date: 06/16/2010

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

Policy 4157: Employee Safety

Status: ADOPTED

Original Adopted Date: 06/16/2010 | Last Reviewed Date: 06/16/2010

The Governing Board is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Board expects all employees to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law. (Labor Code 6401.7)

The Superintendent or designee shall ensure the ready availability of first aid materials at district workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for making complaints, instituting proceedings, or testifying with regard to employee safety or health or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7. (Labor Code 6310)

Policy 4257: Employee Safety

Status: DRAFT

Original Adopted Date: 06/16/2010

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
 2. Instituting proceedings or causing proceedings to be instituted
 3. Testifying with regard to employee safety or health
 4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
 5. Requesting access to injury or illness reports and records
 6. Exercising any other right protected by the Occupational Safety and Health Act
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Policy 4257: Employee Safety

Status: ADOPTED

Original Adopted Date: 06/16/2010 | Last Reviewed Date: 06/16/2010

The Governing Board is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Board expects all employees to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law. (Labor Code 6401.7)

The Superintendent or designee shall ensure the ready availability of first aid materials at district workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for making complaints, instituting proceedings, or testifying with regard to employee safety or health or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7. (Labor Code 6310)

Policy 4357: Employee Safety

Status: DRAFT

Original Adopted Date: 06/16/2010

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
 2. Instituting proceedings or causing proceedings to be instituted
 3. Testifying with regard to employee safety or health
 4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
 5. Requesting access to injury or illness reports and records
 6. Exercising any other right protected by the Occupational Safety and Health Act
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Policy 4357: Employee Safety

Status: ADOPTED

Original Adopted Date: 06/16/2010 | Last Reviewed Date: 06/16/2010

The Governing Board is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Board expects all employees to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law. (Labor Code 6401.7)

The Superintendent or designee shall ensure the ready availability of first aid materials at district workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for making complaints, instituting proceedings, or testifying with regard to employee safety or health or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7. (Labor Code 6310)

Regulation 4157: Employee Safety

Status: DRAFT

Original Adopted Date: 06/16/2010

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. (Labor Code 6325)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but is not limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered

When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment are introduced into the workplace and represent a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.

2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by Cal/OSHA upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified by law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Employees shall wear eye safety devices whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness
3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Regulation 4157: Employee Safety

Status: ADOPTED

Original Adopted Date: 06/16/2010 | Last Reviewed Date: 06/16/2010

The Superintendent or designee shall provide and implement safety devices, safeguards, methods, and processes that are reasonably adequate to render the employment and place of employment safe and healthful. (Labor Code 6401)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided

necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a workplace is not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable

condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
 2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.
 3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.
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Regulation 4257: Employee Safety

Status: DRAFT

Original Adopted Date: 06/16/2010

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. (Labor Code 6325)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but is not limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered

When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment are introduced into the workplace and represent a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.

2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by Cal/OSHA upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified by law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Employees shall wear eye safety devices whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness
3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Regulation 4257: Employee Safety

Status: ADOPTED

Original Adopted Date: 06/16/2010 | Last Reviewed Date: 06/16/2010

The Superintendent or designee shall provide and implement safety devices, safeguards, methods, and processes that are reasonably adequate to render the employment and place of employment safe and healthful. (Labor Code 6401)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided

necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a workplace is not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable

condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
 2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.
 3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.
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Regulation 4357: Employee Safety

Status: DRAFT

Original Adopted Date: 06/16/2010

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. (Labor Code 6325)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8-CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but is not limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered

When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment are introduced into the workplace and represent a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by Cal/OSHA upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified by law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Employees shall wear eye safety devices whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness
3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented; including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Regulation 4357: Employee Safety

Status: ADOPTED

Original Adopted Date: 06/16/2010 | Last Reviewed Date: 06/16/2010

The Superintendent or designee shall provide and implement safety devices, safeguards, methods, and processes that are reasonably adequate to render the employment and place of employment safe and healthful. (Labor Code 6401)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided

necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a workplace is not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable

condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
 2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.
 3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.
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Regulation 4157.1: Work-Related Injuries

Status: DRAFT

Original Adopted Date: 09/20/2017

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Regulation 4157.1: Work-Related Injuries

Status: ADOPTED

Original Adopted Date: 09/20/2017 | Last Reviewed Date: 09/20/2017

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of his/her right to receive workers' compensation benefits if injured at work. (Labor Code 3551; & CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, he/she shall report the work-related injury or illness to the Superintendent or designee as soon as practicable.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to his/her dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death must be filed with the insurance carrier within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report by telephone or email to the Division of Occupational Safety and Health. (Labor Code 6409.1)

Regulation 4257.1: Work-Related Injuries

Status: DRAFT

Original Adopted Date: 09/20/2017

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596;

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Regulation 4257.1: Work-Related Injuries

Status: ADOPTED

Original Adopted Date: 09/20/2017 | Last Reviewed Date: 09/20/2017

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of his/her right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, he/she shall report the work-related injury or illness to the Superintendent or designee as soon as practicable.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to his/her dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death must be filed with the insurance carrier within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report by telephone or email to the Division of Occupational Safety and Health. (Labor Code 6409.1)

Regulation 4357.1: Work-Related Injuries

Status: DRAFT

Original Adopted Date: 09/20/2017

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 13596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Regulation 4357.1: Work-Related Injuries

Status: ADOPTED

Original Adopted Date: 09/20/2017 | Last Reviewed Date: 09/20/2017

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of his/her right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, he/she shall report the work-related injury or illness to the Superintendent or designee as soon as practicable.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to his/her dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death must be filed with the insurance carrier within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report by telephone or email to the Division of Occupational Safety and Health. (Labor Code 6409.1)

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 04/20/2022 | Last Revised Date: 06/14/2023

The Governing Board expects all employees to perform their jobs satisfactorily, to exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension or leave without pay, reduction of wages, or dismissal.

A probationary classified employee may be dismissed without cause anytime before the probationary period expires.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. (Education Code 45113, 45116)

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board or by a third-party hearing officer, in accordance with law. (Education Code 45113, 5312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113 and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the

employee in which disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 04/20/2022 | Last Revised Date: 06/14/2023 | Last Reviewed Date: 06/14/2023

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

A permanent classified employee who timely requests a hearing on charges against the employee shall not be suspended without pay, suspended with a reduction in pay, demoted with a reduction in pay, or dismissed before a decision is rendered after the hearing, unless the governing board, or an impartial third-party hearing officer provided pursuant to the terms of an agreement with an employee organization under Chapter 10.7 of Division 4 of Title 1 of the Government Code, finds that at the time discipline was imposed at the conclusion of the review process specified in *Skelly v. State Personnel Bd.* (1975) 15 Cal.3d 194, the employer demonstrated by a preponderance of

the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the district's policies or regulations.

Additionally, if a hearing on the charges will be conducted by the governing board, the school district may stop paying a permanent employee before a decision is rendered after 30 calendar days from the date the hearing is requested.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 11/16/1994 | Last Revised Date: 06/14/2023

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position
14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

No disciplinary action shall be taken for any cause that arose before the employee became permanent, nor for any cause that arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested, which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Disciplinary Hearing

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44940, 45304)

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinol. (Education Code 44940, 44940.5, 45304)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal. (Education Code 44940, 44940.5)

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 11/16/1994 | Last Revised Date: 06/14/2023 | Last Reviewed Date: 06/14/2023

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school rule, policy, or procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty, absence without leave, abandonment of position, or repeated and unexcused absence or tardiness
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with them
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position
14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Unlawful retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Improper political activity, including but not limited to violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position
18. Incompetence
19. Inefficiency
20. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor
21. Conduct that constitutes a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform

the duties and responsibilities of his/her position.. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a concision for this purpose.

22. Discourteous treatment of the public, students, or other employees
23. Willful disobedience
24. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with their employment

Except for item 14, no disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Disciplinary Hearing

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code

45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Regulation 5126: Awards For Achievement

Status: DRAFT

Original Adopted Date: 10/17/2012

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, staff members, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

Individual awards in excess of \$200 must be expressly approved by the Governing Board. (Education Code 44015)

Golden State Seal Merit Diploma

To be eligible to receive the Golden State Seal Merit Diploma upon graduation from high school, a student shall complete all requirements for a high school diploma and shall demonstrate mastery of the curriculum in mathematics, English language arts, science, U.S. history, and two other subject matter areas selected by the student by meeting at least one of the following criteria for each subject: (Education Code 51451, 51452; 5 CCR 876)

1. Mathematics and English language arts

- a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11
- b. An achievement level of "Standard Met" or above for the high school Smarter Balanced Summative Assessment

2. Science

- a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11
- b. An achievement level of "Standard Met" or above for the high school California Science Test taken in grade 10 or 11

3. U.S. history

- a. A grade of at least B or the numerical equivalent in the required U.S. history course each semester
- b. A qualifying score that demonstrates mastery of the subject as determined by the district for an exam produced by a private provider or the district

4. Two additional subject areas of the student's choosing

- a. Any additional qualifying grade or score listed above, earned for the subject of English language arts, mathematics, science, or U.S. history not already used to meet eligibility
- b. A grade of at least B or the numerical equivalent upon completion of high school courses in other subjects
- c. A qualifying score that demonstrates mastery of other subjects, as determined by the district, for an exam produced by a private provider or the district

The Superintendent or designee shall maintain appropriate records to identify students who have earned the Golden State Seal Merit Diploma and shall affix an insignia to the high school diploma and transcript of each such student. (Education Code 51454)

The Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow for processing of the request prior to the high school graduation ceremony.

State Seal of Biliteracy

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall demonstrate a high level of

proficiency in English and at least one other language, which may include American Sign Language. (Education Code 51461)

Proficiency in English shall be demonstrated by meeting one of the following state-established criteria: (Education Code 51461)

1. Completion of all English language arts requirements for graduation with an overall grade point average of at least 3.0 in those classes or completion of one or more English language arts courses at a public higher education institution or an independent institution of higher education, as described in Education Code 66010, with a grade equivalent to a grade point average of 3.0 or above
2. Passage of the California Assessment of Student Performance and Progress for English language arts, or any successor test, administered in grade 11, at or above the "Standard Met" achievement level
3. Passage of an English Advanced Placement (AP) exam with a score of 3 or higher or an English International Baccalaureate (IB) exam with a score of 4 or higher
4. Achievement of a score of 480 or higher on the Evidence-Based Reading and Writing section of the Scholastic Aptitude Test (SAT)

Proficiency in one or more languages other than English shall be demonstrated through one of the following requirements: (Education Code 51461)

1. Passage of a world language AP exam with a score of 3 or higher, a world language IB exam with a score of 4 or higher, or a world language American Council on the Teaching of Foreign Languages (ACTFL) Writing Proficiency Test (WPT) and an Oral Proficiency Interview (OPI) with scores of Intermediate Mid or higher
2. Successful completion of a four-year course of study of content in a world language at a high school or higher level, attaining an overall grade point average of at least 3.0 in that course of study, and oral proficiency in the language comparable to that required in Item #1 above, successful completion of high school level courses completed in another country in a language other than English with the equivalent of an overall grade point average of 3.0 or above, as verified through a transcript, or completion of one or more world language courses at a public higher education institution or an independent institution of higher education as described in Education Code 66010, with a grade equivalent to a grade point average of at least 3.0 and oral proficiency in the language comparable to that specified in Item #1 above, as verified through a transcript
3. If no AP exam or off-the-shelf language test exists, passage of a district language exam that can be certified to meet the rigor of a four-year high school course of study in a given language, and that, at a minimum, assesses speaking, reading, and writing in a language other than English at the proficient level or higher
4. If a language is not characterized by listening, speaking, or reading, or for which there is no written system, passage of an assessment on the modalities that characterize communication in that language at the proficient level or higher

To be eligible to receive the State Seal of Biliteracy, a student who is an English learner shall, in addition to demonstrating proficiency in English and one or more languages other than English through one of the accomplishments specified above, attain an Oral Language composite score of level 4 on the English Language Proficiency Assessments for California, or any successor English oral language proficiency assessment: (Education Code 51461)

The Superintendent or designee shall maintain appropriate records to identify high school students who have earned the State Seal of Biliteracy and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51463)

State Seal of Civic Engagement

To be eligible to receive the State Seal of Civic Engagement, a student shall meet district requirements for all of the following state-established criteria:

1. Be engaged in academic work in a productive way

2. Demonstrate a competent understanding of U.S. and California Constitutions, functions and governance of local governments, tribal government structures and organizations, the role of the citizen in a constitutional democracy, and democratic principles, concepts, and processes
3. Participate in one or more informed civic engagement project(s) that address real-world problems and require students to identify and inquire into civic needs or problems, consider varied responses, take action, and reflect on efforts
4. Demonstrate civic knowledge, skills, and dispositions through self-reflection
5. Exhibit character traits that reflect civic-mindedness and a commitment to positively impact the classroom, school, community and/or society

The Superintendent or designee shall maintain appropriate records to identify students who have earned the State Seal of Civic Engagement and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51473)

Scholarship and Loan Fund

The Superintendent shall serve as chief executive officer of the scholarship and loan fund and as chairperson of the district committee established to administer the fund. The committee shall meet at least once each fiscal year and at other such times as it may be called into session by the Superintendent. (Education Code 35311, 35312)

Scholarship and loan funds shall be deposited, administered, and audited in accordance with Education Code 35314 and 35318.

The Superintendent or designee shall establish criteria, procedures, and deadlines for student applications for scholarships and/or loans from the fund. As applicable, the Superintendent or designee may require the student to submit letters of recommendation or other supplementary materials providing evidence of the student's accomplishments and/or need.

Notifications

The Superintendent or designee shall annually distribute information about eligibility requirements for the Golden State Seal Merit Diploma, State Seal of Biliteracy, State Seal of Civic Engagement, and/or any district awards programs to students at the applicable grade levels.

Regulation 5126: Awards For Achievement

Status: ADOPTED

Original Adopted Date: 10/17/2012 | Last Reviewed Date: 10/17/2012

District/School Awards

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, teachers, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

Individual awards in excess of \$200 must be expressly approved by the Governing Board. (Education Code 44015)

Golden State Seal Merit Diploma

To be eligible to receive the Golden State Seal Merit Diploma upon high school graduation, a student shall complete all requirements for a high school diploma and demonstrate, in accordance with the means adopted by the State Board of Education, mastery of the curriculum in at least six subject areas, four of which shall be mathematics, English language arts, science, and United States history, with the remaining two subject matter areas selected by the student. (Education Code 51451, 51452; 5 CCR 876)

To demonstrate mastery of these subject areas, the student shall earn a scaled score of 370 or above on six separate high school California Standards Tests (CST), including:

1. One mathematics exam, including Algebra II, Geometry, Summative High School Mathematics, or Integrated Mathematics 2 or 3
2. One English language arts exam at grade 9, 10, or 11
3. One science exam, including Biology, Chemistry, Physics, Earth Science, or Integrated/Coordinated Science 1, 2, 3, or 4
4. The grade 11 History-Social Science exam (United States history)
5. Two CSTs of the student's choice, which may include World History or any additional exams listed in items #1-4 above which have not already been used to establish eligibility

The Superintendent or designee shall maintain appropriate records to identify students who are eligible for the merit diploma and shall affix an insignia to the diploma and transcript of each student awarded the merit diploma. (Education Code 51454)

The Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow processing of the request prior to the high school graduation ceremony.

Biliteracy Award

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall meet all the following criteria: (Education Code 51461)

1. Complete all English language arts requirements for high school graduation with an overall grade point average (GPA) of 2.0 or above in those classes
2. Pass the CST in English language arts administered in grade 11 at the proficient level or above
3. Demonstrate proficiency in one or more foreign languages, which may include American sign language, by fulfilling one of the following criteria:
 - a. Pass a foreign language Advanced Placement examination with a score of 3 or higher or an International Baccalaureate examination with a score of 4 or higher
 - b. Successfully complete a four-year high school course of study in a foreign language, attaining an overall GPA of 3.0 or above in that course of study
 - c. Pass a district language examination that meets the rigor of a four-year high school course of study in

that language, provided the test has been certified to or approved by the Superintendent of Public Instruction

d. Pass the SAT II foreign language examination with a score of 600 or higher

In addition to meeting the criteria in items #1-3 above, a student in any of grades 9-12 whose primary language is other than English shall attain the early advanced proficiency level or higher on the California English Language Development Test (CELDT). As necessary for this purpose, the district may administer the CELDT an additional time outside of the regularly scheduled administration specified in AR 6174 - Education for English Language Learners. (Education Code 51461)

The Superintendent or designee shall maintain appropriate records to identify high school students who qualify for the award and shall affix the insignia to the diploma or transcript of each student who earns the award. (Education Code 51463)

Notifications

The Superintendent or designee shall annually distribute information about eligibility requirements for the Golden State Seal Merit Diploma, State Seal of Biliteracy, and/or any district awards programs to students at the applicable grade levels.

Policy 5131.2: Bullying

Status: DRAFT

Original Adopted Date: 09/18/2019

This policy shall apply to all acts constituting bullying related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a welcoming, safe, and supportive school environment that protects students from physical, mental, and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in Administrative Regulation 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

District families are encouraged to model respectful behavior, contribute to a safe and supportive learning environment, and monitor potential causes of bullying.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

Policy 5131.2: Bullying

Status: ADOPTED

Original Adopted Date: 09/18/2019 | Last Reviewed Date: 09/18/2019

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

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Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

Regulation 5131.2: Bullying

Status: DRAFT

Original Adopted Date: 09/18/2019

Examples of Prohibited Conduct

Bullying is an aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and may involve a single severe act or repetition or potential repetition of a deliberate act. Bullying includes, but is not limited to, any act described in Education Code 48900(r).

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images, which may be shared, sent, or posted publicly. Cyberbullying may include, but is not limited to, personal or private information that causes humiliation, false or negative information to discredit or disparage, or threats of physical harm. Cyberbullying may also include breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying: An act that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying: An act that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm
3. Social/relational bullying: An act that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying: An act that occurs on electronic devices such as computers, tablets, or cell phones, such as sending demeaning or hateful text messages, direct messages or public posts on social media apps, gaming forums, or emails, spreading rumors by email or by posting on social networking sites, shaming or humiliating by allowing others to view, participate in, or share disparaging or harmful content, or posting or sharing embarrassing photos, videos, website, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student and staff conduct and implements strategies to promote a positive, supportive, and collaborative school climate
2. Providing information to students, through student handbooks, district and school websites and social media, and other age-appropriate means, about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying
3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously
4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as playgrounds, hallways, restrooms, and cafeterias
5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall annually make available to all certificated staff and to other employees who have regular interaction with students the California Department of Education (CDE) online training module on the dynamics of bullying and cyberbullying, including the identification of bullying and cyberbullying and the implementation of strategies to address bullying. (Education Code 32283.5)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Information and Resources

The Superintendent or designee shall post on the district's website, in a prominent location and in a manner that is easily accessible to students and parents/guardians, information on bullying and harassment prevention which includes the following: (Education Code 234.6)

1. The district's policy on student suicide prevention, including a reference to the policy's age appropriateness for students in grades K-6
2. The definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8
3. Title IX information included on the district's website pursuant to Education Code 221.61, and a link to the Title IX information included on CDE's website pursuant to Education Code 221.6
4. District policies on student sexual harassment, prevention and response to hate violence, discrimination, harassment, intimidation, bullying, and cyberbullying
5. A section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media
6. A link to statewide resources, including community-based organizations, compiled by CDE pursuant to Education Code 234.5
7. Any additional information the Superintendent or designee deems important for preventing bullying and harassment

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character development, respect for cultural and individual differences, self-esteem development, assertiveness skills, digital and media literacy skills, and appropriate online behavior.

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for

themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff are responsible for teaching and modeling respectful behavior and building safe and supportive learning environments, and are expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with Administrative Regulation 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Within one business day of receiving such a report, a staff member shall notify the principal of the report, regardless of whether a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, regardless of whether the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in Administrative Regulation 1312.3.

Any individuals with information about cyberbullying activity shall save and print any electronic or digital messages that they feel constitute cyberbullying and shall notify a teacher, the principal, or other employee so that the matter may be investigated. When an investigation concludes that a student used a social networking site or service to bully or harass another student, the Superintendent or designee may report the cyberbullying to the social media platform and may request the material be removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention, and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Support Services

The Superintendent, principal, or designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement, in accordance with Board Policy and Administrative Regulation 5141.52 - Suicide Prevention.

Regulation 5131.2: Bullying

Status: ADOPTED

Original Adopted Date: 09/18/2019 | Last Reviewed Date: 09/18/2019

Definitions

Bullying is an unwanted, aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and involves repetition or potential repetition of a deliberate act.

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm
3. Social/relational bullying that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying, such as sending demeaning or hateful text messages or emails, sending rumors by email or by posting on social networking sites, or posting embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate
2. Providing to students, through student handbooks and other age-appropriate means, information about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying
3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously
4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias
5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall make the California Department of Education's online training module on the dynamics of bullying and cyberbullying, which includes the identification of bullying and cyberbullying and the implementation of strategies to address bullying, available annually to all certificated staff and to other employees who have regular interaction with students. (Education Code 32283.5)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness

about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

Policy 5141.21: Administering Medication And Monitoring Health Conditions

Status: DRAFT

Original Adopted Date: 09/20/2017

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

In accordance with law, the Superintendent or designee may make naloxone hydrochloride or another opioid antagonist and stock albuterol inhalers available at each school for providing emergency medical aid to any person suffering or reasonably believed to be suffering from opioid overdose or respiratory distress. (Education Code 49414.3, 49414.7)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

Policy 5141.21: Administering Medication And Monitoring Health Conditions

Status: ADOPTED

Original Adopted Date: 09/20/2017 | Last Reviewed Date: 09/20/2017

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the child's authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make available epinephrine auto-injectors at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

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When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. (Education Code 49414, 49414.3, 49414.5, 49423, 49423.1)

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

Regulation 5141.21: Administering Medication And Monitoring Health Conditions

Status: DRAFT

Original Adopted Date: 09/20/2017

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

Opioid antagonist means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

Albuterol means a bronchodilator used to open the airways by relaxing the muscles around the bronchial tubes. (Education Code 49414.7)

Inhaler means a device used for the delivery of prescribed asthma medication that is inhaled. (Education Code 49414.7)

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. Submitting the parent/guardian written statement and the authorized health care provider's written statement each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician, and updating the information when needed. (Education Code 49480)
3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

Parent/Guardian Statement

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands the responsibilities to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands the right to terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in Items #1-5 above, if a parent/guardian has requested that the student be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in Items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to the student, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

Health Care Provider Statement

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed

to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that the student be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

District Responsibilities

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and maintain on the list the type of medication and the times and dosage to be administered
4. Maintain for each student a medication log which may:
 - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
 - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained
7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-

related activities

8. Report to a student's parent/guardian and the site administrator any refusal by the student to take the medication
9. Keep all medication to be administered by the district in a locked drawer or cabinet
10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance
14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

Emergency Epinephrine Auto-Injectors and Emergency Albuterol Inhalers

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other trained personnel who have volunteered to administer them in an emergency and have received training. The school nurse, or when a school nurse or physician is unavailable, a trained volunteer may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. A trained volunteer may include the holder of an Activity Supervisor Clearance Certificate who has received specified training. (Education Code 49414)

Additionally, the Superintendent or designee may make emergency stock albuterol inhalers available to school nurses and trained personnel who have volunteered to be used to provide medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress. (Education Code 49414.7)

At least once per school year, the Superintendent or designee shall distribute to all employees a notice requesting volunteers to be trained to administer epinephrine auto-injectors and/or stock albuterol inhalers for emergency aid to individuals exhibiting signs of anaphylaxis reaction or respiratory distress. Such notice shall also describe the training that the volunteers will receive. (Education Code 49414, 49414.7)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 or 49414.7, and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414, 49414.7)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors or stock albuterol inhalers for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414, 49414.7)

Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

The district shall store emergency epinephrine auto-injectors and stock albuterol inhalers in an accessible location,

and shall specify such location in annual notices to staff.

If either medication is used, the school nurse or other qualified supervisor of health shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, all medications shall be restocked before their expiration date. (Education Code 49414, 49414.7)

Any volunteer or trained personnel who administers either medication shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials retained by the school. (Education Code 49414, 49414.7)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors and/or stock albuterol inhalers shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414, 49414.7)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414 or 49414.7, including, but not limited to, the acceptance of epinephrine auto-injectors and/or emergency albuterol inhalers from a manufacturer or wholesaler. (Education Code 49414, 49414.7)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of the described medications for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

Emergency Medication for Opioid Overdose

The district may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

Additionally, if the district accepts emergency naloxone hydrochloride or another opioid antagonist from the county office of education (COE), the Superintendent or designee shall maintain at least two units of the medication at each district middle, junior high, high, and adult school. (Education Code 49414.8)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The principal or designee shall designate two or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3, 49414.8)

Each volunteer shall meet the minimum standards of training for the administration of an emergency opioid antagonist as specified in Education Code 49414.3 or shall have undergone opioid overdose prevention and treatment training and reviewed material available on the California Department of Public Health's website. (Education Code 49414.8)

Any prescription for naloxone hydrochloride or another opioid antagonist shall be obtained by a school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3, 49414.8)

Employees and volunteers that render emergency treatment at the scene of an opioid overdose or suspected opioid overdose by administering an opioid antagonist shall not be liable for civil damages resulting from an act or omission, unless such act constitutes gross negligence or willful or wanton misconduct. (Health and Safety Code 1799.113)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer in writing and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a COE, manufacturer, or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)

Anti-Seizure Medication

A school nurse or, if a school nurse is not onsite or available, a volunteer designated by the district may administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed such medication from the student's health care provider and is suffering from a seizure. (Education Code 49468.2)

Upon receipt of a request from the parent/guardian of a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed emergency anti-seizure medication, the Superintendent or designee may designate one or more volunteer(s) at the student's school to receive initial and annual refresher training regarding the emergency use of anti-seizure medication. (Education Code 49468.2)

In order to solicit volunteers, the district shall distribute a notice at least once, but no more than two times per school year, to all staff that includes the following information: (Education Code 49468.2)

1. A description of the volunteer request stating that the request is for volunteers to be trained to recognize and respond to seizures, including training to administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy if the student is suffering from a seizure
2. A description of the training that the volunteer will receive
3. The right of an employee to rescind the offer to volunteer
4. A statement that there will be no retaliation against any individual for rescinding the offer to volunteer, including after receiving training

A volunteer may rescind the offer to administer emergency anti-seizure medication at any time, including after receipt of training. (Education Code 49468.2)

If a volunteer rescinds the offer to volunteer or is no longer able to act as a volunteer for any reason, or if the placement of a student changes and the student no longer has access to a trained volunteer, the district may distribute an additional two notices per school year to all staff. (Education Code 49468.2)

Volunteer employees shall receive initial and annual refresher training, based on standards adopted by the SPI, regarding the recognition and response to seizures and the administration of emergency anti-seizure medication. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials

provided during the training shall be retained at the school for reference. (Education Code 49468.2)

Before administering emergency anti-seizure medication or therapy prescribed to treat seizures in a student diagnosed with seizures, a seizure disorder, or epilepsy, the district shall obtain from the student's parent/guardian a seizure action plan as specified in Education Code 49468.3. The school or district nurse shall collaborate with the parent/guardian of each student diagnosed with seizures, a seizure disorder, or epilepsy in the development of a plan if the student does not have an individualized education plan or Section 504 plan. (Education Code 49468.3)

If the school obtains written consent from the student's parent/guardian, in accordance with 34 CFR 99.30, the seizure action plan shall be distributed to any school staff or volunteers responsible for the supervision or care of the student. (Education Code 49468.3)

Upon receipt of a request from a parent/guardian of a student diagnosed with seizure, a seizure disorder, or epilepsy, the district shall notify the parent/guardian that the student may qualify for services or accommodations pursuant to Section 504 of the federal Rehabilitation Act of 1973 or an individualized education program and shall assist the parent/guardian with the exploration of that option. (Education Code 49468.2)

Additionally, if there are no volunteers at the student's school, the Superintendent or designee shall notify the student's parent/guardian of the student's right to be assessed for services and accommodations guaranteed under Section 504 of the federal Rehabilitation Act of 1973 and the federal Individuals with Disabilities Education Act, and may ask the parent/guardian to sign such notices. (Education Code 49468.2)

The principal or designee shall notify the school nurse assigned to the school, or if a school nurse is not assigned to the school or district, the Superintendent or designee, if an employee administers an emergency anti-seizure medication. (Education Code 49468.3)

The notification described above and the seizure action plan shall be kept on file in the office of the school nurse or a school administrator, in compliance with all applicable state and federal privacy laws. (Education Code 49468.3)

The district shall provide volunteers defense and indemnification for any and all civil liability, with information stating such being provided to the volunteer in writing and retained in the volunteer's personnel file. (Education Code 49468.5)

Trained volunteers who administer emergency anti-seizure medication or medication prescribed for seizure disorder symptoms to a student diagnosed with seizures, a seizure disorder, or epilepsy who appears to be experiencing a seizure shall not be subject to professional review, be liable in a civil action, or be subject to criminal prosecution for acts or omissions in administering the emergency anti-seizure medication. (Education Code 49468.5)

Regulation 5141.21: Administering Medication And Monitoring Health Conditions

Status: ADOPTED

Original Adopted Date: 09/20/2017 | Last Reviewed Date: 09/20/2017

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. Providing parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)

3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

Parent/Guardian Statement

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands that he/she may terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

Health Care Provider Statement

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)

5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

District Responsibilities

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered
4. Maintain for each student a medication log which may:
 - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
 - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained
7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities
8. Report to a student's parent/guardian and the site administrator any refusal by the student to take his/her medication
9. Keep all medication to be administered by the district in a locked drawer or cabinet
10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances

13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance
14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

Emergency Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

Emergency Medication for Opioid Overdose

The district may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received

training may administer such medication when a school nurse or physician is unavailable, and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind his/her offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on his/her offer to volunteer and that there will be no retaliation against any employee for rescinding his/her offer to volunteer. (Education Code 49414.3)

The principal or designee may designate one or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during his/her regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3)

A school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator shall obtain a prescription for naloxone hydrochloride or another opioid antagonist for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a manufacturer or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)

Policy 5144: Discipline

Status: DRAFT

Original Adopted Date: 03/20/2019

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and responding appropriately to student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for responding to student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

A student shall not be denied recess unless the student's participation poses an immediate threat to the physical safety of the student or to the physical safety of one or more of the student's peers. If, due to such immediate threat, a student is denied recess, staff shall make all reasonable efforts to resolve the threat and minimize the student's exclusion from recess, to the greatest extent practicable. (Education Code 49056)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The principal or designee at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and administrative regulations. The Board, at an open meeting, may review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

At all times, the safety of students and staff, providing interventions and supports to students, as well as the maintenance of an orderly school environment, shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate support and/or discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and

parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

At the beginning of each school year, the Superintendent or designee may report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Policy 5144: Discipline

Status: ADOPTED

Original Adopted Date: 03/20/2019 | Last Reviewed Date: 03/20/2019

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Regulation 5144: Discipline

Status: DRAFT

Original Adopted Date: 03/20/2019 | Last Revised Date: 06/14/2023

Site-Level Rules

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any
5. Students in grades seven through twelve

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension, supervised suspension, or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, the student, and the student's parents/guardians
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling
3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians
4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program (IEP) or a Section 504 plan
5. Enrollment in a program for teaching prosocial behavior or anger management
6. Participation in a restorative justice program
7. A positive behavior support approach with tiered interventions that occur during the school day on campus
8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably
9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students'

behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups
11. Detention after school hours as provided in the section below entitled "Detention After School"
12. Community service as provided in the section below entitled "Community Service"
13. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities
14. Reassignment to an alternative educational environment
15. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 plan. (U.S.C. 1412(a)(3))

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to parents/guardians of transfer students at the time of their enrollment in the district.

Regulation 5144: Discipline

Status: ADOPTED

Original Adopted Date: 03/20/2019 | Last Revised Date: 06/14/2023 | Last Reviewed Date: 06/14/2023

Site-Level Rules

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any
5. For junior high and high schools, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, the student, and the student's parents/guardians
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling
3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians
4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan
5. Enrollment in a program for teaching prosocial behavior or anger management
6. Participation in a restorative justice program
7. A positive behavior support approach with tiered interventions that occur during the school day on campus
8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner
10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups
11. Recess restriction as provided in the section below entitled "Recess Restriction"
12. Detention after school hours as provided in the section below entitled "Detention After School"
13. Community service as provided in the section below entitled "Community Service"
14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities
15. Reassignment to an alternative educational environment
16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 plan. (U.S.C. 1412(a)(3))

Recess Restriction

Teachers may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. The student's teacher shall inform the principal of any recess restrictions imposed.

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307.353)

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a school employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

Policy 5148.3: Preschool/Early Childhood Education

Status: DRAFT

Original Adopted Date: 12/19/2018 | Last Revised Date: 03/15/2023

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development and acquisition of instructional knowledge, skills, and abilities. The Board desires to provide a supervised and cognitively rich learning environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

To receive preschool services, a child and the child's parent(s)/guardian(s) shall be required to provide evidence of residency in California. However, any person identified as experiencing homelessness shall only be required to submit a declaration that the person resides in California. (5 CCR 17745)

Preschool eligibility determinations shall be made without regard to a child's immigration status or that of the child's parent(s)/guardian(s) unless the child or the child's parent(s)/guardian(s) are under a final order of deportation from the U.S. Department of Homeland Security. (5 CCR 17745)

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 17701-17711 and the accompanying administrative regulation. (5 CCR 17701)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge. In order to provide families with the option of a full-day, high-quality instructional program, the district may enroll children who are in a TK or kindergarten program in a California State Preschool Program (CSPP) before and/or after the regular school day.

If an early enrollment child is enrolled in the district's TK program, the district shall concurrently offer the child enrollment in the district's CSPP program, subject to available space. (Education Code 48000.15)

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program.

(Education Code 8205; 48000)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Superintendent or designee shall identify dual language learners in district preschool programs, and shall collect and report related data to CDE as required by Education Code 8241.5. The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

The district's preschool program shall serve children with exceptional needs as required by Education Code 8208. Children with exceptional needs attending any CSPP program shall be educated in the least restrictive environment in accordance with 20 USC 1412.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (5 CCR 17743; 22 CCR 101218.1)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 17746-17748.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in Board Policy 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 17709-17711)

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the CSPP. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694, 17781)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

Policy 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

Original Adopted Date: 12/19/2018 | Last Revised Date: 03/15/2023 | Last Reviewed Date: 03/15/2023

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development and acquisition of instructional knowledge, skills, and abilities. The Board desires to provide a supervised and cognitively rich learning environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

To receive preschool services, a child and the child's parent(s)/guardian(s) shall be required to provide evidence of residency in California. However, any person identified as experiencing homelessness shall only be required to submit a declaration that the person resides in California. (5 CCR 17745)

Preschool eligibility determinations shall be made without regard to a child's immigration status or that of the child's parent(s)/guardian(s) unless the child or the child's parent(s)/guardian(s) are under a final order of deportation from the United States Department of Homeland Security. (5 CCR 17745)

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 17701-17711 and the accompanying administrative regulation. (5 CCR 17701)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing

skills and knowledge.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program.
(Education Code 8205, 48000)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Superintendent or designee shall identify dual language learners in district preschool programs, and shall collect and report related data to CDE as required by Education Code 8241.5. The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

The district's preschool program shall serve children with exceptional needs as required by Education Code 8208. Children with exceptional needs attending any CSPP program shall be educated in the least restrictive environment in accordance with 20 USC 1412.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (5 CCR 17743; 22 CCR 101218.1)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 17746-17748.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8322)

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 17709-17711)

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694, 17781)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

Regulation 5148.3: Preschool/Early Childhood Education

Status: DRAFT

Original Adopted Date: 12/19/2018 | Last Revised Date: 03/15/2023

Children with exceptional needs means either of the following: (Education Code 8205)

1. Children under three years of age who have been determined to be eligible for early intervention services pursuant to the California Early Intervention Services Act (Government Code 95000-95029.5) and its implementing regulations, including an infant or toddler with a developmental delay or established risk condition, or a child who is at high risk of having a substantial developmental disability, as defined in Government Code 95014. Children with exceptional needs under the age of three shall have active individualized family service plans (IFSP) and shall be receiving early intervention services.
2. Children 3 to 21 years of age, inclusive, who have been determined to be eligible for special education and related services by an individualized education program (IEP) team according to the special education requirements contained in Education Code 56000-56865, and who meet eligibility criteria described in Education Code 56026 and 56333-56338 and 5 CCR 3030-3031. Children with exceptional needs between ages 3 to 21 shall have an active IEP and shall be receiving early intervention services or appropriate special education.

Dual language learner children means children whose first language is a language other than English or children who are developing two or more languages, one of which may be English. (Education Code 8205).

Early enrollment child means a child whose fourth birthday will be between June 3 and September 1 preceding the school year during which they are enrolled in a transitional kindergarten (TK) classroom. (Education Code 48000.15)

Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday. (Education Code 8205)

Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program. (Education Code 8205)

When approved by CDE under the CSPP, the district may operate one or more part- or full-day preschool programs in accordance with law and the terms of its contract with CDE.

The district's CSPP program shall include all of the following: (Education Code 8207)

1. Age and developmentally appropriate activities for children
2. Supervision
3. Parenting education and parent engagement
4. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
5. Health services
6. Nutrition
7. Training and career ladder opportunities, documentation of which shall be provided to CDE
8. Physical activity to support children's health

The district's preschool program shall satisfy all the requirements described in 5 CCR 17701-17711, including, but not limited to, those related to the program philosophy, goals, and objectives, the educational program, the creation of a developmental profile for each child, staff development, family engagement and strengthening, community involvement, health and social services, nutrition, and program evaluation.

Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours, and up to three hours and 59 minutes, per day, excluding time for home-to-school transportation, and for at least 175 days per year unless otherwise specified in the contract with CDE. (Education Code 8207; 5 CCR 17727)

However, a part-day preschool program may also offer TK or kindergarten children whose families meet the requirements of Education Code 8208 less than four hours of wraparound childcare services and a part-day preschool program operating on a school site may be allowed flexibility in the operational hours. (Education Code 48000)

The district may enroll an early enrollment child in TK whose fourth birthday is between June 3 and September 1, inclusive, preceding the school year during which they are enrolled in TK. If an early enrollment child is enrolled in the district's TK program, the district shall concurrently offer the child enrollment in the district's CSPP, subject to available space. (Education Code 48000.15)

The district's full-day program shall operate for a minimum of 246 days per year, unless the contract specifies a lower number of days of operation, and for the number of operational hours reasonably necessary to meet the preschool needs of the families in the community. (Education Code 8207; 5 CCR 17728)

Staffing

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR 17713-17716)

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and Administrative Regulation-5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

The district may require any volunteer who is to provide care and supervision to district preschool children to provide evidence that the volunteer is free of infectious tuberculosis.

Family Literacy Services

When any district part-day preschool program receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development
2. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:
 - a. Providing support for the educational growth and success of their children
 - b. Improving parent-school communications and parental understanding of school structures and expectations
 - c. Becoming active partners with teachers in the education of their children
 - d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral
3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians

4. Staff development for teachers in participating classrooms that includes, but is not limited to:

- a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies
- b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms
- c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities
- d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

Eligibility Criteria for Part-Day CSPP Programs

A three- or four-year-old child is eligible for a part-day CSPP program if the child's family is one of the following: (Education Code 8208)

1. A current aid recipient
2. Income eligible
3. Experiencing homelessness
4. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited
5. One who has children with exceptional needs, as defined in Education Code 8205
6. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE

After all eligible three- and four-year-old children have been enrolled as provided above, a part-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP program may provide services to three- and four-year-old children in families whose income is above the income eligibility threshold if those children are children with exceptional needs. Such children with exceptional needs shall not count towards the 10-percent limit on enrollment of families with income above the income eligibility threshold described above. (Education Code 8208)

A CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price lunch may enroll three- and four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208, 8217)

The district shall certify eligibility and enroll families into the part-day preschool program within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to a child's enrollment, the child shall be deemed eligible for the part-day CSPP program for the remainder of the program year and for the following program year, provided applicable age-eligibility requirements are met, as specified in Education Code 8205 and 48000. (Education Code 8208)

Enrollment Priorities for Part-Day CSPP Programs

The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)

1. The first priority for services shall be given to three- or four-year-old children who are recipients of child

protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency. If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.

2. When the number of three- or four-year old children with exceptional needs required to be enrolled pursuant to Education Code 8208 have been enrolled and there are additional children with exceptional needs who are interested in enrolling, the second priority for services shall be given to all three- and four-year old children with exceptional needs from families with incomes below the income eligibility threshold, as described in Education Code 8213. Within this priority category, children with exceptional needs from families with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first.
3. The third priority shall be given to eligible four-year-old children who are not enrolled in a state-funded TK program. This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208(a)(1)(E), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first.

If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child who is identified as a dual language learner shall be enrolled first. If there are no children identified as dual language learners, the child that has been on the waiting list for the longest time shall be admitted first.

4. The fourth priority shall be given to eligible three-year-old children. This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208(a)(1)(E), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Enrollment determinations within this priority category shall be made in the same way as for third priority in Item #3 above.
5. The fifth priority, after all otherwise eligible children have been enrolled, shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children with exceptional needs interested in enrolling beyond those already enrolled in the 10 percent of funded enrollment set aside pursuant to Education Code 8208, then to four-year old children before three-year-old children without exceptional needs.
6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, the district may enroll other children in the following order:
 - a. A CSPP program site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217 may enroll any three- or four-year-old children whose families reside within the attendance boundary of the qualified elementary school. These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.
 - b. Children enrolling in a CSPP program that provides expanded learning and care to TK or kindergarten students, pursuant to Education Code 48000

Regardless of the priorities listed above, until the district attains the percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8210)

Eligibility and Enrollment Priorities for Full-Day CSPP Programs

A three- or four-year-old child is eligible for a full-day CSPP program if the family meets both of the following

requirements: (Education Code 8208)

1. The child's family is one of the following:

- a. A current aid recipient, income eligible, or experiencing homelessness
- b. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited
- c. One who has children with exceptional needs, as defined in Education Code 8205
- d. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE

2. The child's family needs the childcare services because of either the following:

- a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as experiencing homelessness
- b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

After all eligible three- and four-year-old children have been enrolled as provided above, a full-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

After all families meeting the criteria specified in the paragraphs above have been enrolled, a full-day CSPP program may provide services to three- and four-year-old children in families who do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

After all otherwise eligible children have been enrolled as provided above, a CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217 may enroll any four-year-old child. (Education Code 8208)

For full-day CSPP programs, the district shall use the same priority ranking specified in Items #1-4 of "Enrollment Priorities for Part-Day CSPP Programs" above, and the following: (Education Code 8211)

1. After all otherwise eligible children based on Items #1-4 of "Enrollment Priorities for Part-Day CSPP Programs" have been enrolled, fifth priority shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children with an IFSP or IEP, then to four-year old children before three-year-old children without IFSP or IEP.
2. After all otherwise eligible children based on Items #1-4 of "Enrollment Priorities for Part-Day CSPP Programs" and Item #1 above have been enrolled, the district may enroll other children in the following order:
 - a. Three- and four-year old children from families who do not meet at least one of the need requirements in Item #2 above. Within this priority, families shall be enrolled in income ranking order, lowest to highest, and within income ranking order, four-year old children before three-year old children
 - b. When a CSPP program site operates within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217, three- or four-year-old children whose families reside within the attendance boundary of the school may be enrolled without establishing eligibility or a need for services. Such children shall, to the extent possible, be enrolled by lowest to highest income ranking order.

Regardless of the priorities listed above, until the district attains the percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8211)

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than 24 months. Such families shall receive those services for not less than 24 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least 24 months. If the eligibility period ends before the end of a program year, eligibility shall be extended until the end of the program year, provided age-eligibility requirements are met, as specified in Education Code 8205. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

Waiting List

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with applicable enrollment priorities. As vacancies occur, applicant families shall be contacted in order of priority on the waiting list. (5 CCR 17744)

Combined Preschool/Transitional Kindergarten Classroom

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom
2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272
3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256
4. The classroom shall comply with the adult-child ratio specified in Education Code 8241
5. Contractors of the district shall report the services, revenues, and expenditures for children in the CSPP in accordance with 5 CCR 18068
6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom

Fees and Charges

Fees for participation in the district's full-day CSPP program shall be assessed and collected in accordance with the fee schedule established by the SPI in conjunction with the California Department of Social Services. (Education Code 8252)

Family fees accrued but uncollected prior to October 1, 2023, may be forgiven and not collected. (Education Code 8252)

In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR 17735)

A family may be exempt from the fees for up to 12 months for any child enrolled in full-day preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused, exploited, or neglected.

(Education Code 8253; 5 CCR 17735)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)

Disenrollment Based on Reduced Funding

When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse order of the priority for services specified in Education Code 8210 and 8211 and as described above in the sections "Enrollment Priorities for Part-Day CSPP Programs" and "Eligibility and Enrollment Priorities for Full-Day CSPP Programs." (Education Code 8214; 5 CCR 17744)

Expulsion/Unenrollment and Suspension Based on Behavior

Suspension means any removal of a child from all or part of the program day, or the prevention of a child from attending the program for one or more days, in response to the child's behavior.

Removing the child from the program means moving a child to an isolated or separate room. Programs may remove children from specific situations to allow the child to calm down or regain composure, such as taking the child for a walk or accompanying the child to an outdoor environment. However, the child must return to the classroom as soon as the child has calmed down and may not be removed for longer than 30 minutes.

Expulsion means the permanent dismissal of a child from a program in response to a child's behavior.

Persistent and serious behaviors means either repeated patterns of behavior that significantly interfere with the learning of other children, or interactions with peers and adults that are not responsive to the use of developmentally appropriate guidance, including, but not limited to, physical aggression, property destruction, and self-injury.

A district preschool program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8489.1)

1. In writing, inform the parents/guardians of the child's persistent and serious behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program
2. If the child has an IFSP or IEP, contact, with written parent/guardian consent, the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child
3. If appropriate, consider completing a comprehensive screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, and implementing behavior supports within the program

If the district has taken the actions specified in Items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district shall, to the greatest extent possible, support direct transition to a more appropriate placement. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code 8489.1)

A child shall not be suspended from a CSPP program, nor shall a child's parent/guardian be encouraged or persuaded to prematurely pick up a child before the program day ends, except as a last resort in extraordinary circumstances, when a safety threat exists that cannot be eliminated or reduced without the removal of the child.

Before determining that a suspension is necessary, the district shall collaborate with the child's parents/guardians and, as needed, shall use appropriate community resources to determine that no other reasonable option is appropriate.

When suspension is deemed necessary, the district shall help the child return to full participation in the program as soon as possible while ensuring safety, by doing the following:

1. Continuing to engage with the child's parents/guardians and continuing to use appropriate community resources
2. Developing a written plan to document the action and supports needed
3. Providing referrals to appropriate community resources
4. If the child has an IFSP or IEP, contacting, with written parent/guardian consent, the agency responsible for the child's IFSP or IEP, to seek consultation on servicing the child

Upon enrollment, the parents/guardians of each child shall be notified, in writing, of the limitations on expulsion, suspension, or any form of disenrollment and how the parents/guardians may file an appeal to CDE in the event of expulsion or suspension. If the district suspends or expels a child from any CSPP program, the district shall, at least 24 hours before the effective date of the suspension or expulsion, issue the child's parents/guardians a written "Notice of Action, Recipient of Services," as described in 5 CCR 17783, informing the parents/guardians of the right to file an appeal of the action directly with CDE no later than 14 calendar days after receiving the notice.

Children with exceptional needs may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Notice of Action

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 17782)

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 17783)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that the parent/guardian no longer wants the service
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 17758)

Parent Hearing

If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 17784)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 17784 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision.

Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR 17785-17786)

Regulation 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

Original Adopted Date: 12/19/2018 | Last Revised Date: 03/15/2023 | Last Reviewed Date: 03/15/2023

Children with exceptional needs means either of the following:

1. Children under three years of age who have been determined to be eligible for early intervention services pursuant to the California Early Intervention Services Act (Government Code 95000-95029.5) and its implementing regulations. These children include an infant or toddler with a developmental delay or established risk condition, or who is at high risk of having a substantial developmental disability, as defined in Government Code 95014. These children shall have active individualized family service plans (IFSP) and shall be receiving early intervention services.
2. Children 3 to 21 years of age, inclusive, who have been determined to be eligible for special education and related services by an individualized education program team according to the special education requirements contained in Education Code 56000-56865, and who meet eligibility criteria described in Education Code 56026 and 56333-56338 and 5 CCR 3030-3031. These children shall have an active individualized education program (IEP) and shall be receiving early intervention services or appropriate special education.

Dual language learner children means children whose first language is a language other than English or children who are developing two or more languages, one of which may be English.

Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday. (Education Code 8205)

Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program. (Education Code 8205)

When approved by CDE under the CSPP, the district may operate one or more part- or full-day preschool programs in accordance with law and the terms of its contract with CDE.

The district's CSPP program shall include all of the following: (Education Code 8207)

1. Age and developmentally appropriate activities for children
2. Supervision
3. Parenting education and parent engagement
4. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
5. Health services
6. Nutrition
7. Training and career ladder opportunities, documentation of which shall be provided to CDE
8. Physical activity to support children's health

The district's preschool program shall satisfy all the requirements described in 5 CCR 17701-17711, including, but not limited to, those related to the program philosophy, goals, and objectives, the educational program, the creation of a developmental profile for each child, staff development, family engagement and strengthening, community involvement, health and social services, nutrition, and program evaluation.

Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours, and up to three hours and 59 minutes, per day, excluding time for home-to-school transportation, and for at least 175 days per year unless otherwise specified in the contract with CDE. (Education Code 8207; 5 CCR 17727)

However, a part-day preschool program may also offer transitional kindergarten (TK) or kindergarten children whose families meet the requirements of Education Code 8208 less than four hours of wraparound childcare services and a part-day preschool program operating on a school site may be allowed flexibility in the operational hours. (Education Code 48000)

The district's full-day program shall operate for a minimum of 246 days per year, unless the contract specifies a lower number of days of operation, and for the number of operational hours reasonably necessary to meet the preschool needs of the families in the community. (Education Code 8207; 5 CCR 17728)

Staffing

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR 17713-17716)

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

The district may require any volunteer who is to provide care and supervision to district preschool children to provide evidence that the volunteer is free of infectious tuberculosis.

Family Literacy Services

When any district part-day preschool program receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development
2. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:
 - a. Providing support for the educational growth and success of their children
 - b. Improving parent-school communications and parental understanding of school structures and expectations
 - c. Becoming active partners with teachers in the education of their children
 - d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral
3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians

4. Staff development for teachers in participating classrooms that includes, but is not limited to:
 - a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies
 - b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms
 - c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities
 - d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

Eligibility Criteria for Part-Day CSPP Programs

A three- or four-year-old child is eligible for a part-day CSPP program if the child's family is one of the following: (Education Code 8208)

1. A current aid recipient
2. Income eligible
3. Homeless
4. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited
5. One who has children with exceptional needs, as defined in Education Code 8205
6. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE

After all eligible three- and four-year-old children have been enrolled as provided above, a part-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP program may provide services to three- and four-year-old children in families whose income is above the income eligibility threshold if those children are children with exceptional needs. Such children with exceptional needs shall not count towards the 10-percent limit on enrollment of families with income above the income eligibility threshold described above. (Education Code 8208)

A CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price lunch may enroll three- and four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208 and 8217)

The district shall certify eligibility and enroll families into the part-day preschool program within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to a child's enrollment, the child shall be deemed eligible for the part-day CSPP program for the remainder of the program year and for the following program year, provided applicable age-eligibility requirements are met, as specified in Education Code 8205 and 48000. (Education Code 8208)

Enrollment Priorities for Part-Day CSPP Programs

The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)

1. The first priority for services shall be given to three- or four-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency. If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.
2. When the number of three- or four-year old children with exceptional needs required to be enrolled pursuant to Education Code 8208 have been enrolled and there are additional children with exceptional needs who are interested in enrolling, the second priority for services shall be given to all three- and four-year old children with exceptional needs from families with incomes below the income eligibility threshold, as described in Education Code 8213. Within this priority category, children with exceptional needs from families with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first.
3. The third priority shall be given to eligible four-year-old children who are not enrolled in a state-funded transitional kindergarten (TK) program. This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208 (a)(1)(E), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first.

If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child from a family in which the primary home language is a language other than English shall be enrolled first. If there are no children from such a family, the child that has been on the waiting list for the longest time shall be admitted first.

4. The fourth priority shall be given to eligible three-year-old children. This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208 (a)(1)(E), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Enrollment determinations within this priority category shall be made in the same way as for third priority in Item #3 above.
5. The fifth priority, after all otherwise eligible children have been enrolled, shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children with exceptional needs interested in enrolling beyond those already enrolled in the 10 percent of funded enrollment set aside pursuant to Education Code 8208, then to four-year old children before three-year-old children without exceptional needs.
6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, the district may enroll other children in the following order:
 - a. A CSPP program site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217 may enroll any three- or four-year-old children whose families reside within the attendance boundary of the qualified elementary school. These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.
 - b. Children enrolling in a CSPP program that provides expanded learning and care to TK or kindergarten students, pursuant to Education Code 48000

Regardless of the priorities listed above, until the district attains the percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8210)

Eligibility and Enrollment Priorities for Full-Day CSPP Programs

A three- or four-year-old child is eligible for a full-day CSPP program if the family meets both of the following requirements: (Education Code 8208)

1. The child's family is one of the following:
 - a. A current aid recipient, income eligible, or homeless
 - b. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited
 - c. One who has children with exceptional needs, as defined in Education Code 8205
 - d. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE
2. The child's family needs the childcare services because of either the following:
 - a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as being homeless
 - b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

After all eligible three- and four-year-old children have been enrolled as provided above, a full-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

After all families meeting the criteria specified in the paragraphs above have been enrolled, a full-day CSPP program may provide services to three- and four-year-old children in families who do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

After all otherwise eligible children have been enrolled as provided above, a CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217 may enroll any four-year-old child. (Education Code 8208)

For full-day CSPP programs, the district shall use the same priority ranking specified in Items #1-#4 of "Enrollment Priorities for Part-Day CSPP Programs" above, and the following: (Education Code 8211)

1. After all otherwise eligible children based on Items 1-4 of "Enrollment Priorities for Part-Day CSPP Programs" have been enrolled, fifth priority shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children with an IFSP or IEP, then to four-year old children before three-year-old children without IFSP or IEP.
2. After all otherwise eligible children based on Items 1-4 of "Enrollment Priorities for Part-Day CSPP Programs" and Item #1 above have been enrolled, the district may enroll other children in the following order:
 - a. Three- and four-year old children from families who do not meet at least one of the need requirements in Item #2 above. Within this priority, families shall be enrolled in income ranking order, lowest to highest, and within income ranking order, four-year old children before three-year old children

- b. When a CSPP program site operates within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217, three- or four-year-old children whose families reside within the attendance boundary of the school may be enrolled without establishing eligibility or a need for services. Such children shall, to the extent possible, be enrolled by lowest to highest income ranking order.

Regardless of the priorities listed above, until the district attains the percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8211)

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than 24 months. Such families shall receive those services for not less than 24 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least 24 months. If the eligibility period ends before the end of a program year, eligibility shall be extended until the end of the program year, provided age-eligibility requirements are met, as specified in Education Code 8205. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

Waiting List

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with applicable enrollment priorities. As vacancies occur, applicant families shall be contacted in order of priority on the waiting list. (5 CCR 17744)

Combined Preschool/Transitional Kindergarten Classroom

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.
2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.
3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.
4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.
5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.
6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.

Fees and Charges

Fees for participation in the district's full-day CSPP program shall be assessed and collected in accordance with the

fee schedule established by the SPI in conjunction with the California Department of Social Services. (Education Code 8252)

However, for the 2022-2023 school year, family fees shall not be collected as specified in Education Code 8252.

In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR 17735)

A family may be exempt from the fees for up to 12 months for any child enrolled in full-day preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8253)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)

Disenrollment Based on Reduced Funding

When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse order of the priority for services specified in Education Code 8210 and 8211 and as described above in the sections "Enrollment Priorities for Part-Day CSPP Programs" and "Eligibility and Enrollment Priorities for Full-Day CSPP Programs." (Education Code 8214; 5 CCR 17744)

Expulsion/Unenrollment and Suspension Based on Behavior

A district preschool program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8489.1)

1. In writing, inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program
2. If the child has an IFSP or IEP, contact, with written parent/guardian consent, the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child
3. If appropriate, consider completing a comprehensive screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, and implementing behavior supports within the program

If the district has taken the actions specified in Items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district shall, to the greatest extent possible, support direct transition to a more appropriate placement. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code 8489.1)

A child shall not be suspended from a CSPP program, nor shall a child's parent/guardian be encouraged or persuaded to prematurely pick up a child before the program day ends, except as a last resort in extraordinary circumstances, when a safety threat exists that cannot be eliminated or reduced without the removal of the child.

Before determining that a suspension is necessary, the district shall collaborate with the child's parents/guardians and, as needed, shall use appropriate community resources to determine that no other reasonable option is appropriate.

When suspension is deemed necessary, the district shall help the child return to full participation in the program as

soon as possible while ensuring safety, by doing the following:

1. Continuing to engage with the child's parents/guardians and continuing to use appropriate community resources
2. Developing a written plan to document the action and supports needed
3. Providing referrals to appropriate community resources
4. If the child has an IFSP or IEP, contacting, with written parent/guardian consent, the agency responsible for the child's IFSP or IEP, to seek consultation on servicing the child

Upon enrollment, the parents/guardians of each child shall be notified, in writing, of the limitations on expulsion, suspension, or any form of disenrollment and how the parents/guardians may file an appeal to CDE in the event of expulsion or suspension. If the district suspends or expels a child from any CSPP program, the district shall, at least 24 hours before the effective date of the suspension or expulsion, issue the child's parents/guardians a written "Notice of Action, Recipient of Services," as described in 5 CCR 17783, informing the parents/guardians of the right to file an appeal of the action directly with CDE no later than 14 calendar days after receiving the notice.

Children with exceptional needs may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Notice of Action

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 17782)

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 17783)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that the parent/guardian no longer wants the service
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 17758)

Parent Hearing

If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 17784)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 17784 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR 17785-17786)

Regulation 6115: Ceremonies And Observances

Status: DRAFT

Original Adopted Date: 02/16/2011 | Last Revised Date: 06/14/2023

Holidays

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King, Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth National Independence Day - June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

In addition, schools shall be closed on: (Education Code 37220)

1. Any day appointed by the Governor as a holiday or as a special or limited holiday on which the Governor provides that schools shall close
2. Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday
3. Any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occur under federal law on a date different from that indicated above, the Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460, 49110.5)

Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7
Workplace Readiness Week - The week that includes April 28

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near September 17

Commemorative exercises shall be integrated into the regular educational program as required by law.

Patriotic Exercises

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

At secondary schools, such exercises shall be conducted during the homeroom period.

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
 2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
 3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
 4. On the day of death and the following day for a Member of Congress
 5. On Memorial Day, until noon only
 6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
 7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government, a member of the Armed Forces from the state who has died while serving on active duty, or the death of a first responder working in the state who dies while serving in the line of duty
 8. On other occasions by order of the President and in accordance with presidential instructions or orders
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Regulation 6115: Ceremonies And Observances

Status: ADOPTED

Original Adopted Date: 02/16/2011 | Last Revised Date: 06/14/2023 | Last Reviewed Date: 06/14/2023

Holidays

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Memorial Day - Last Monday in May

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Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

In addition, schools shall be closed on: (Education Code 37220)

1. Any day appointed by the Governor as a holiday or as a special or limited holiday on which the Governor provides that schools shall close
2. Any day appointed by the President as a holiday, by signing into law legislation that creates a nationwide federal holiday
3. Any other day designated as a holiday by the Governing Board

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occurs under federal law on a date different from that indicated above, the Governing Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460)

Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near September 17

Commemorative exercises shall be integrated into the regular educational program to the extent feasible.

Patriotic Exercises

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

At secondary schools, such exercises shall be conducted during the homeroom period.

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

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1. For 30 days from the death of the President or a former President
 2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
 3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
 4. On the day of death and the following day for a Member of Congress
 5. On Memorial Day, until noon only
 6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
 7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state who has died while serving on active duty
 8. On other occasions by order of the President and in accordance with presidential instructions or orders
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Policy 6142.8: Comprehensive Health Education

Status: DRAFT

Original Adopted Date: 10/15/2008

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students. The district's health education program shall be part of a coordinated school health system which recognizes that mental health and social connection are critical to student's overall health, well-being, and academic success, supports the physical, mental, and social well-being of students, reflects the importance of digital and media literacy, and is linked to district and community services and resources.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student well-being.

Any health education course offered to middle or high school students shall include instruction in mental health that meets the requirements of Education Code 51925-51926, and as specified in Administrative Regulation 6143 - Courses of Study.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

Policy 6142.8: Comprehensive Health Education

Status: ADOPTED

Original Adopted Date: 10/15/2008 | Last Reviewed Date: 10/15/2008

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors. The district's health education program shall be part of a coordinated school health system which supports the well-being of students and is linked to district and community services and resources.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition education and physical activity.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards and effective instructional methodologies.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, and student achievement of district standards for health education.

Policy 6146.1: High School Graduation Requirements

Status: DRAFT

Original Adopted Date: 09/18/2019 | Last Revised Date: 06/14/2023

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3. Unless exempted as provided in "Exemptions from District-Adopted Graduation Requirements," district students shall also complete other course requirements adopted by the Board. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

Course Requirements

Diploma Pathway #1:

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3)
2. Three courses in mathematics (Education Code 51225.3)

Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete two mathematics courses in grades 9-12. (Education Code 51224.5)

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission, which may be counted toward additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)
4. Three and a half courses in social studies, including United States history and geography; world history, culture, and geography; American government and civics; and a one-semester course in economics (Education Code 51225.3)
5. One course in visual or performing arts, world language, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)
7. One semester in Consumer Finance (5 units)
8. Elective Credits (95 units)
9. Beginning with the 2029-30 school year, one-semester course in ethnic studies (education Code 51225.3)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Diploma Pathway #2:

As determined by a student's IEP team while in high school that Diploma Pathway #2 is the best option for the student based on their identified individual needs; a student may complete one or more core courses taught by a special education credentialed teacher. These courses are aligned with state standards for the subject area. These

courses will count towards a high school diploma but will not meet a-g admission requirements.

Exemptions from District-Adopted Graduation Requirements

Diploma Pathway #3:

The I.E.P. team may opt to adjust the credits required to graduate with a diploma for a student with an I.E. P. as long as the student is required to successfully complete at least the minimum number of credits for high school graduation as required by the California Department of Education AND one course in personal finance or consumer finance. This determination will be made on a case by case basis in an I.E. P. meeting based on the needs of the student. (CJUSD AR 6146.4)

Diploma Pathway #4:

Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

Diploma Pathway #5:

In addition, a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

The Superintendent or designee shall not require or request a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

If a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the person holding the right to make educational decisions for the student may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of student's graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school
4. Are former members of the military, a resident of California, and received an honorable discharge, or, are current members of the military, a resident of California, and a resident of California when entering the military

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall evaluate classes completed in any high school, community college, or state college, grant credit toward graduation for military service and training received while in the military, and if satisfied that the person has completed the equivalent of the requirements for graduation from high school, grant the person a diploma of graduation.

5. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district.

(Education Code 51225.5)

Policy 6146.1: High School Graduation Requirements

Status: ADOPTED

Original Adopted Date: 09/18/2019 | Last Revised Date: 06/14/2023 | Last Reviewed Date: 06/14/2023

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3. Unless exempted as provided in "Exemptions from District-Adopted Graduation Requirements," district students shall also complete other course requirements adopted by the Board. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

Course Requirements

Diploma Pathway #1:

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3)
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Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete two mathematics courses in grades 9-12. (Education Code 51224.5)

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission, which may be counted toward additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)
4. Three and a half courses in social studies, including United States history and geography; world history, culture, and geography; American government and civics; and a one-semester course in economics (Education Code 51225.3)
5. One course in visual or performing arts, world language, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)
7. One semester in Consumer Finance (5 units)
8. Elective Credits (95 units)
9. Beginning with the 2029-30 school year, one-semester course in ethnic studies (education Code 51225.3)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Diploma Pathway #2:

As determined by a student's IEP team while in high school that Diploma Pathway #2 is the best option for the student based on their identified individual needs; a student may complete one or more core courses taught by a special education credentialed teacher. These courses are aligned with state standards for the subject area. These

courses will count towards a high school diploma but will not meet a-g admission requirements.

Exemptions from District-Adopted Graduation Requirements

Diploma Pathway #3:

The I.E.P. team may opt to adjust the credits required to graduate with a diploma for a student with an I.E. P. as long as the student is required to successfully complete at least the minimum number of credits for high school graduation as required by the California Department of Education AND one course in personal finance or consumer finance. This determination will be made on a case by case basis in an I.E. P. meeting based on the needs of the student. (CJUSD AR 6146.4)

Diploma Pathway #4:

Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

Diploma Pathway #5:

In addition, a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

The Superintendent or designee shall not require or request a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

If a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the person holding the right to make educational decisions for the student may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of student's graduating from the fourth or fifth year of high school who, for

the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school
4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Policy 6146.4: Differential Graduation And Competency Standards For Students With Disabilities

Status: DRAFT

Original Adopted Date: 02/17/2010 | Last Revised Date: 10/18/2023

The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and districtwide assessments.

Exemption from District-Established Graduation Requirements

District students shall complete all course requirements for high school graduation as specified in Board Policy 6146.1 - High School Graduation Requirements. However, a student with a disability that entered the ninth grade in the 2022-23 school year and later may be exempted from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements for high school graduation if the student's IEP provides for both of the following requirements: (Education Code 51225.31).

1. That the student is eligible to take the alternate assessment as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

Any such exempted student shall receive a diploma and be eligible to participate in any graduation ceremony and school activity related to graduation in which a student of similar age without a disability would be eligible to participate. (Education Code 51225.31)

The district's responsibility to provide FAPE shall not terminate when a student with a disability who is exempted from district-adopted graduation requirements participates in graduation activities unless the student's IEP team, which includes the parent/guardian and student, has determined that the student has completed the high school experience. (Education code 51225.31)

Certificate of Educational Achievement or Completion

Instead of a high school diploma, a student with a disability may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in the student's IEP
2. Satisfactorily met the student's IEP goals and objectives during high school as determined by the IEP team
3. Satisfactorily attended high school, participated in the instruction as prescribed in the student's IEP, and met the objectives of the statement of transition services

A student with a disability who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. (Education Code 56391)

Policy 6146.4: Differential Graduation And Competency Standards For Students With Disabilities

Status: ADOPTED

Original Adopted Date: 02/17/2010 | Last Revised Date: 10/18/2023 | Last Reviewed Date: 10/18/2023

The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and districtwide assessments.

Exemption from District-Established Graduation Requirements

District students shall complete all course requirements for high school graduation as specified in Board Policy 6146.1 - High School Graduation Requirements. However, a student with a disability may be exempted from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements for high school graduation if the student's IEP provides for both of the following requirements: (Education Code 51225.31).

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

Prior to the beginning of grade 10, the IEP team for each student with a disability shall determine whether the student is eligible for the exemption, and if so, notify the student's parent/guardian of the exemption. (Education Code 51225.31)

Any such exempted student shall receive a diploma and be eligible to participate in any graduation ceremony and school activity related to graduation in which a student of similar age without a disability would be eligible to participate. (Education Code 51225.31)

Certificate of Educational Achievement or Completion

Instead of a high school diploma, a student with a disability may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in the student's IEP
2. Satisfactorily met the student's IEP goals and objectives during high school as determined by the IEP team
3. Satisfactorily attended high school, participated in the instruction as prescribed in the student's IEP, and met the objectives of the statement of transition services

A student with a disability who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. (Education Code 56391)

Policy 6170.1: Transitional Kindergarten

Status: DRAFT

Original Adopted Date: 12/19/2018 | Last Revised Date: 06/15/2022

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

Eligibility

The district's TK program shall admit children as follows: (Education Code 48000):

1. For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2
2. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2
3. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program, including, but not limited to, a Head Start program, a childcare center serving children through an alternative payment program, a general childcare and development program, a California State Preschool Program (CSPP), a migrant childcare and development program, childcare and development services for children with special needs, or a program serving children through a CalWORKs Stage 1, Stage 2, or Stage 3 program. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and of the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, if the Superintendent or designee, determines that it is in the child's best interest.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after the date specified for admittance for the applicable year as described above, provided that upon the recommendation of the Superintendent or designee, the Board determines that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

Additionally, the district may enroll an early enrollment child in TK whose fourth birthday is between June 3 and September 1, inclusive, preceding the school year during which they are enrolled in TK. The Superintendent or designee shall maintain any classroom that includes an early enrollment child with a classroom enrollment that does not exceed 20 students and an adult-to-student ratio of at least one adult to every 10 students. Additionally, if an early enrollment child is enrolled in TK, the district shall concurrently offer enrollment to the child in the district's CSPP, subject to available space. (Education Code 48000.15)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential knowledge and skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Board shall establish the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours long, including recess but excluding noon intermission, except for TK students enrolled in expanded learning opportunity programs or a full day program provided by the district pursuant to Education Code 46120. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code 8973, 37202, 46111, 46115, 46117, 48003)

The Superintendent or designee shall collaborate with parents/guardians and relevant community groups, in accordance with the plan developed for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After School Education and Safety Program, CSPP, Head Start programs, and other community-based early learning and care programs.

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with four-year-old students from a CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000):

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten
2. An early childhood environment rating scale, as specified in 5 CCR 18281, is completed for the classroom
3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272
4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing (CTC) in accordance with Education Code 44065 and 44256
5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

The district shall maintain an average TK class enrollment of not more than 24 students for each school site, not including students who are continuously enrolled in and meet the minimum day requirement for independent study for more than 14 school days in a school year. (Education Code 48000)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from CTC that authorizes such instruction.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2025, have at least 24 units in early childhood education and/or child development, comparable professional experience in a preschool setting, and/or a child development teacher permit or an early childhood specialist credential issued by CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

The district shall maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2025-26 school year. (Education Code 48000)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in kindergarten or a combination of TK and kindergarten. (Education Code 46300)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation, the progress of students in meeting related academic standards, and student preparedness for future education.

Policy 6170.1: Transitional Kindergarten

Status: ADOPTED

Original Adopted Date: 12/19/2018 | Last Revised Date: 06/15/2022 | Last Reviewed Date: 06/15/2022

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

Eligibility

The district's TK program shall admit children as follows: (Education Code 48000):

1. For the 2021-22 school year, children whose fifth birthday is between September 2 through December 2
2. For the 2022-23 school year, children whose fifth birthday is between September 2 and February 2
3. For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2
4. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2
5. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program. (Education Code 48000).

Parents/guardians of eligible children shall be notified of the availability of the TK program and of the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, if the Superintendent or designee determines that it is in the child's best interest.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after the date specified for admittance for the applicable year as described above, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential knowledge and skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Board shall establish the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours long except for TK students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually

report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code 8973, 37202, 46111, 46115, 46117, 48003)

The Superintendent or designee shall develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After School Education and Safety Program, the California State Preschool Program (CSPP), Head Start programs, and other community-based early learning and care programs. The Superintendent or designee shall present such plan for consideration by the Board at a public meeting on or before June 30, 2022. (Education Code 8281.5)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with four-year-old students from a CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000):

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten
2. An early childhood environment rating scale, as specified in 5 CCR 18281, is completed for the classroom
3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272
4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256
5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

The district shall maintain an average TK class enrollment of not more than 24 students for each school site. (Education Code 48000)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2023, have at least 24 units in early childhood education and/or child development, comparable professional experience in a preschool setting, and/or a child development teacher permit issued by CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

The district shall, commencing with the 2022-23 school year, maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2023-24 school year. (Education Code 48000)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation, the progress of students in meeting related academic standards, and student preparedness for future education.

Regulation 6173.3: Education For Juvenile Court School Students

Status: DRAFT

Original Adopted Date: 09/20/2017

The Superintendent or designee shall collaborate with the County Superintendent of Schools and the county probation department to facilitate the transition of students from a juvenile court school into the regular schools of the district. Such collaboration may include, but not be limited to, the development of data-sharing systems, communication strategies, and other structures that aid in the enrollment, placement, and continuous educational progress of such students.

Enrollment

A former juvenile court school student transferring into a regular district school shall be immediately enrolled in the school. The Superintendent or designee shall not deny enrollment to a student solely on the basis of an arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

Transfer of Coursework and Credits

When a student enrolled in a juvenile court school transfers into a district school, the district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the student and includes: (Education Code 51225.2)

1. A determination of the days of enrollment and/or seat time, if applicable, for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed

Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course

2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned
3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full credit for any coursework that the former juvenile court school student has satisfactorily completed while attending another public school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school. (Education Code 51225.2)

If the entire course was completed, the district shall not require the student to retake the course. (Education Code 51225.2)

If the entire course was not completed at the previous school, the student shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course. However, a student may be required to retake the portion of the course completed if the Superintendent or designee, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a former juvenile court school student in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.

In no event shall the district prevent a former juvenile court school student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

If a student completes district graduation requirements while being detained in a juvenile facility, the district shall issue the student a diploma from the school the student last attended, unless the County Superintendent issues the diploma. (Education Code 48645.5)

A student who transfers to a district school from a juvenile court school shall generally be expected to complete all courses required by Education Code 51225.3 and to fulfill any additional graduation requirements prescribed by the Governing Board.

However, when a student who has completed the second year of high school transfers from a juvenile court school into a district school, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the student's fourth year of high school. Within 30 calendar days of the student's transfer, the Superintendent or designee shall notify the student, the student's educational rights holder, and the student's social worker or probation officer of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the termination of the court's jurisdiction over the student. (Education Code 51225.1)

To determine whether a student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer, the length of school enrollment, or, for a student with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, whichever qualifies the student for the exemption. (Education Code 51225.1)

If a former juvenile court school student was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the student's educational rights holder may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. A student may request the exemption even if the student is no longer a juvenile court student. (Education Code 51225.1)

When the Superintendent or designee determines that a student who transferred into a district school is reasonably able to complete district-established graduation requirements by the end of the student's fourth year of high school, the student shall not be exempted from those requirements. Within 30 calendar days of the following academic year, the student shall be reevaluated based on the student's course completion status at the time, to determine if the student continues to be reasonably able to complete the district-established graduation requirements in time to graduate by the end of the student's fourth year of high school. Written notice as to whether the student then qualifies for the exemption shall be provided to the student, the student's educational rights holder, and if applicable, to the student's social worker or probation officer. (Education Code 51225.1)

If, upon reevaluation, it is determined that the former juvenile court student is not reasonably able to complete the district-established graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Superintendent or designee shall provide the student with the option to receive an exemption from district-established graduation requirements or stay in school for a fifth year to complete the district-established graduation requirements upon agreement with the student, or if under 18 years of age, the student's educational rights holder, and shall provide notifications in accordance with Education Code 51225.1. (Education Code 51225.1)

When a former juvenile court student is exempted from district-established graduation requirements, the Superintendent or designee shall consult with the student and the student's educational rights holder about the following: (Education Code 51225.1)

1. Discussion of how any requirements that are waived may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution
2. Discussion and information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges

3. Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption

The district shall not require or request a former juvenile court student to transfer schools in order to qualify for an exemption and shall not grant any request made by a former juvenile court student, the student's educational rights holder, or the district liaison on behalf of the student, for a transfer solely to qualify for an exemption. (Education Code 51225.1)

The Superintendent or designee shall not require a former juvenile court student who is eligible for an exemption from district-established graduation requirements and would otherwise be entitled to remain in attendance at the school, to accept the exemption or be denied enrollment in; or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether such courses are required for statewide graduation requirements. (Education Code 51225.1)

If a former juvenile court student is exempted from district-established graduation requirements, the exemption shall not be revoked. Additionally, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while still enrolled in the school or if the student transfers to another school, including a charter school, or school district. (Education Code 51225.1)

The Superintendent or designee shall not require or request that a former juvenile court student who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

Upon making a finding that a former juvenile court student is reasonably able to complete district-established graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Consult with the student and, if under 18 years of age, the student's educational rights holder, of the option to remain in school for a fifth year to complete the district-established graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution
2. Consult with and provide information to the student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the student or with the student's educational rights holder if under 18 years of age, permit the student to stay in school for a fifth year to complete the district-established graduation requirements

When a juvenile court student who has completed the second year of high school transfers into the district or between high schools within the district, and the Superintendent or designee determines that the student is not reasonably able to complete the district-established graduation requirements within the student's fifth year of high school but is reasonably able to complete the statewide coursework requirements within the fifth year of high school, the student shall be exempted from all district-established graduation requirements and be provided with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, the Superintendent or designee shall consult with the student and the student's educational rights holder, regarding the following: (Education Code 51225.1)

1. The student's option to remain in school for a fifth year to complete statewide coursework requirements
2. The effect of waiving the district-established requirements and remaining in school for a fifth year on the student's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education
3. Other options available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges
4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements

Notification and Complaints

Information regarding the educational rights of former juvenile court school students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of former juvenile court school students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

Regulation 6173.3: Education For Juvenile Court School Students

Status: ADOPTED

Original Adopted Date: 09/20/2017 | Last Reviewed Date: 09/20/2017

The Superintendent or designee shall collaborate with the County Superintendent of Schools and the county probation department to facilitate the transition of students from a juvenile court school into the regular schools of the district. Such collaboration may include, but not be limited to, the development of data-sharing systems, communication strategies, and other structures that aid in the enrollment, placement, and continuous educational progress of such students.

Enrollment

A former juvenile court school student transferring into a regular district school shall be immediately enrolled in the school. The Superintendent or designee shall not deny enrollment to a student solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

Transfer of Coursework and Credits

When a student transfers from a juvenile court school into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed at that school and shall not require the student to retake the course. If the student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course completed. (Education Code 48645.5, 51225.2)

However, a student may be required to retake the portion of the course completed if the Superintendent or designee, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a former juvenile court school student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.

In no event shall the district prevent a former juvenile court school student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Graduation

If a student completes district graduation requirements while being detained in a juvenile facility, the district shall issue the student a diploma from the school the student last attended, unless the County Superintendent issues the diploma. (Education Code 48645.5)

A student who transfers to a district school from a juvenile court school shall generally be expected to complete all courses required by Education Code 51225.3 and to fulfill any additional graduation requirements prescribed by the Governing Board.

However, when a student who has completed his/her second year of high school transfers from a juvenile court school into a district school, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the student's social worker or probation officer of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the termination of the court's jurisdiction over the student. (Education Code 51225.1)

To determine whether a student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any former juvenile court school student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a former juvenile court school student to transfer schools in order to qualify for an exemption, and no request for a transfer solely to qualify for an exemption shall be made by a student, the person holding the right to make educational decisions for the student, or the student's social worker or probation officer. (Education Code 51225.1)

If a student is exempted from local graduation requirements, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or if he/she transfers to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a former juvenile court school student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (Education Code 51225.1)

1. inform the student and, if the student is under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the student or with the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Notification and Complaints

Information regarding the educational rights of former juvenile court school students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of former juvenile court school students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

Bylaw 9140: Board Representatives

Status: DRAFT

Original Adopted Date: 06/15/2011 | Last Reviewed Date: 06/15/2011

Labor Relations Negotiators

The Governing Board shall designate a chief negotiator to represent it in negotiations with employee organizations.

Board Representative

The district Superintendent is officially delegated as the representative of the board to consult with the negotiator.

The Board itself will not negotiate with any employee organization directly. The Board's role in the negotiation process will be to:

1. Obtain the most competent negotiations representative it is able to secure.
2. Act in good faith from a position of fairness.
3. Establish parameters and determine its positions in the Board proposal.
4. Express these positions through its designated spokesperson.
5. Be informed by the negotiating team periodically.
6. Keep all differences between Board members behind closed doors in executive session.
7. Maintain its dedication to the school children and taxpayers.

Other Advisory Committees

The Board recognizes that effective performance of its community leadership responsibilities may require its participation in district or community committees on matters of concern to the district and its students. As needed, the Board may appoint any of its members to serve as its representative on a district committee or on a committee of another public agency or organization of which the Board or district is a member or to which the Board is invited to participate.

When making such appointments, the Board shall clearly specify the authority and responsibilities of the representative(s), including, but not limited to, reporting back to the

Board regarding committee activities and/or actions. Board representatives shall not exercise the authority of the Board without prior Board approval.

If a committee discusses a topic on which the Board has taken a position, the Board member shall express the position of the Board. When contributing his/her own ideas or opinions, the representative shall clearly indicate that he/she is expressing his/her individual idea or opinion.

Bylaw 9140: Board Representatives

Status: ADOPTED

Original Adopted Date: 06/15/2011 | **Last Reviewed Date:** 06/15/2011

Labor Relations Negotiators

The Governing Board shall designate a chief negotiator to represent it in negotiations with employee organizations.

Board Representative

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6. Keep all differences between Board members behind closed doors in executive session.
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Other Advisory Committees

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When making such appointments, the Board shall clearly specify the authority and responsibilities of the representative(s), including, but not limited to, reporting back to the

Board regarding committee activities and/or actions. Board representatives shall not exercise the authority of the Board without prior Board approval.

If a committee discusses a topic on which the Board has taken a position, the Board member shall express the position of the Board. When contributing his/her own ideas or opinions, the representative shall clearly indicate that he/she is expressing his/her individual idea or opinion.

Board Representative to Elect Members of County Committee on School District Organization

At its annual organizational meeting, the Board shall designate one Board member as its representative to elect members to the county committee on school district organization. (Education Code 35023)

The Board shall provide the representative with nominees to this committee.

A Board member is eligible serve as a member of the county committee on school district organization. (Education Code 4007)

Bylaw 9320: Meetings And Notices

Status: DRAFT

Original Adopted Date: 04/18/2012 | Last Revised Date: 06/14/2023

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with applicable open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide the opportunity for members of the public to directly address the Board. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

In accordance with law and as specified in Board Bylaw 9012 - Board Member Electronic Communications, a majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, the Superintendent or designee may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. Notice of the procedure for receiving and resolving such requests for accommodation shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Regular Meetings

Unless otherwise determined by the Board, the Board shall hold one (1) regular meeting each month starting at 6:00 p.m. on the 3rd Wednesday of the month at Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's website. (Government Code 54954.2)

Consistent with Government Code 54957.5 and Board Bylaw 9322 - Agenda/Meeting Materials, whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. The records shall be posted on the district website at the time the materials are distributed to all or a majority of the Board if distributed outside of business hours.

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members on any topic within the subject matter jurisdiction of the Board unless otherwise prohibited by law or as specified in BB 9323.2 - Actions by the Board. (Government Code 54956)

At least 24 hours before the time of the meeting, written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's website, and, at least 24 hours before the time of the meeting, in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it

convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. (Government Code 54956.5)

The Board may meet in closed session during emergency meetings so long as two-thirds of the members present at the meeting agree or, if less than two-thirds of the members are present, by unanimous vote of the members present. (Government Code 54956.5)

The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

An *emergency* means a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

A *dire emergency* means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn/continue such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned/continued to a later time and location and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment/continuance, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the location where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public. The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships. Any such meeting, regardless of title or topic, shall be held as a regular or special meeting, as appropriate, and shall comply with all other requirements for regular or special meetings. (Government Code 54956)

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board established pursuant to Board Bylaw 9130 - Board Committees, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person that are not part of a series of communications prohibited by the Brown Act are permitted. (Government Code 54952.2)

Location of Meetings

Unless the Board is holding a teleconference meeting during a proclaimed state of emergency, all meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

All meetings, regardless of location, shall comply with the applicable notice and open meeting requirements. Additionally, no such meeting may be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, which is inaccessible to individuals with disabilities, or where members of the public must make a payment or purchase in order to be admitted. (Government Code

54961)

If a fire, flood, earthquake, or other emergency renders the posted regular or special meeting location unsafe and the deadline for posting the location has passed, the meeting shall be held at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of meetings pursuant to Government Code 54956 by the most rapid available means of communication.

Traditional Teleconferencing

A Board member may participate in any meeting by teleconference, which includes both audio or video/audio so long as the following conditions are met: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency
3. The location of the Board member participating by teleconference is open and accessible to the public during the meeting, except during closed session, such that members of the public may observe in person the Board member participating by teleconference, may hear/listen to the meeting to the same extent as the Board member participating by teleconference, and may make public comment during the same portion of the agenda as others members of the public from the same location as the Board member participating by teleconference
4. The location of the Board member participating by teleconference is noted in the agenda and the agenda is posted at the location of the Board member participating by teleconference in advance of the meeting as statutorily required based on the type of meeting
5. At least a quorum of the members is within the district boundaries.

Teleconferencing by Individual Board Member Due to Just Cause

Until January 1, 2026, when there is "just cause" preventing a Board member from attending a Board meeting in person, that Board member may participate in that meeting by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public
3. Posting the agenda at the location of the Board member participating by teleconference

A Board member needing to participate by teleconference for just cause shall notify the Board at the earliest possible opportunity, including at the start of a regular meeting, of the need to do so and include a general description of the circumstances relating to the need to appear by teleconference at the given meeting. (Government Code 54953)

For the Board member to participate by teleconference under this section, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a

live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

A Board member shall be permitted to participate by teleconference for just cause for no more than two meetings per calendar year. (Government Code 54953)

For purposes of this section, "just cause" may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

Teleconferencing by Individual Board Member Due to Emergency Circumstances

Until January 1, 2026, when a physical or family medical emergency would prevent a Board member from attending a Board meeting in person, that Board member may request to participate in such meeting by teleconference. The Board member requesting to appear remotely shall submit the request as soon as possible and include a concise general description of the emergency that necessitated the request. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

If the request is received timely, it shall be added to the agenda as the first item of business at the meeting, even before any closed session items. If the request is not received timely, it shall be taken up by the Board before the first item of business at the meeting. The request shall only be granted upon a vote by the majority of the Board. (Government Code 54953, 54954.2)

If the request is granted by the Board, the Board member may participate by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public
3. Posting the agenda at the location of the Board member participating by teleconference

For the Board member to participate by teleconference due to emergency circumstances, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any

individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual

5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board shall not take action on any agenda item until the disruption is resolved. (Government Code 54953)

In total, a Board member may not participate by teleconference due to emergency circumstances alone, or together with teleconference due to just cause, as specified above, for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely due to emergency circumstances for more than two meetings. (Government Code 54953)

Teleconference Meetings During a Proclaimed State of Emergency

The Board may conduct a Board meeting entirely by teleconference during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. For the purpose of determining whether meeting in person would present imminent risks to the health or safety of attendees due to the emergency
2. When the Board has been determined, pursuant to Item #1 above, that meeting in person would present imminent risks to the health or safety of attendees due to the emergency

The Board may hold a meeting by teleconference during a proclaimed state of emergency without: (Government Code 54953):

1. Including the location of Board members in the agenda
2. Making the locations of Board members open and accessible to the public
3. Posting the agenda at the locations of Board members

For the Board to hold such meeting, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The public is able to access the meeting via a call-in service or an internet-based platform or service, with real-time public comment being allowed via the platform or service

If an internet-based platform or service is utilized, it may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

3. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

For any public comment period with a time limit, the Board may not close that public comment period or the opportunity to register until the full time for public comment has elapsed. For any other public comment period, the Board shall allow a reasonable amount of time to allow members of the public to provide public comment and to

register to do so. (Government Code 54953)

The Board may continue to conduct all meetings by teleconference throughout one or more 45-day periods so long as, prior to the beginning of each 45-day period, the Board has reconsidered the circumstances of the state of emergency and determines that it continues to directly impact the ability of the Board to meet safely in person. (Government Code 54953)

Bylaw 9320: Meetings And Notices

Status: ADOPTED

Original Adopted Date: 04/18/2012 | **Last Revised Date:** 06/14/2023 | **Last Reviewed Date:** 06/14/2023

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953)

Regular Meetings

The Board shall hold one (1) regular meeting each month. Regular meetings shall be held at 6:00 p.m. on the 3rd Wednesday at the District Board Room, currently located at Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in Items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Traditional Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.

All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or "Teleconferencing During a Proclaimed State of Emergency" below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.

All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)

Teleconferencing During a Personal Emergency

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals.

(Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing for "Just Cause"

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing

2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3
4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time
5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed
6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
 2. State or local officials continue to impose or recommend measures to promote social distancing
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Bylaw 9321: Closed Session

Status: DRAFT

Original Adopted Date: 11/20/2019

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 session during a regular, special, or emergency meeting only for purposes authorized by law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting as required by law and provided in the accompanying Exhibit (1). (Education Code 35145, Government Code 54954.2, 54954.5, 54957)

In the open session preceding the closed session, the Board shall disclose the items to be discussed in closed session as specified in this bylaw. 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. In the closed session, the Board may consider only those items covered in its statement. (Government Code 54957, 54957.7)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any actions taken in the closed session, the votes or abstentions thereon, and other disclosures as specified in this bylaw. Such reports may be made in writing or orally at the location announced in the agenda for the closed session as required by law and provided in the accompanying Exhibit (2). (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document, such as a contract or settlement agreement, that becomes public upon such approval or adoption, 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 changes to the document are 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

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information or the information has been publicly reported by the District. (Government Code 54963)

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)

Personnel Matters: Appointment, Employment, Performance Evaluation, or Discipline/Dismissal/Release

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, performance evaluation, discipline, dismissal, or change in employment status 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, 54957.1)

Personnel Matters: Specific Complaints or Charges

The Board may hold a closed session to hear complaints or charges brought against an 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 Superintendent or designee shall ensure that the employee receives written notice of the right to have the complaints or charges heard in open session. This notice shall be delivered personally or by mail at least 24 hours before the time of the closed session. (Government Code 54957)

Personnel Matters: Application for Early Withdraw of Funds in Deferred Compensation Plan

The Board may hold a closed session to discuss 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)

Negotiations/Collective Bargaining

The Board may meet in closed session 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. A closed session regarding salaries, salary schedules, or compensation paid in the form of fringe benefits 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. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Pursuant to Government Code 54957.1, approval in closed session 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. However, the Board may, at its sole discretion, vote on such an agreement in open session. (Government Code 54957.1)

Pursuant to Government Code 3549.1, the Board may, without following the requirements of the Brown Act, meet in closed session exclusively for the purpose of discussing its position regarding any matter within the scope of representation or for the purpose of instructing its designated representatives. The Board shall not discuss any other item at any such closed session. (Government Code 3549.1)

Matters Related to Students

If a public hearing would lead to the disclosure of confidential student information such as grades or discipline information, the Board shall meet in closed session to consider a suspension, disciplinary action, any other action against a student except expulsion, or a challenge to a student record. At least 72 hours prior to the start of the meeting of which the closed session is a part, the Superintendent or designee, on behalf of the Board, shall, in writing, by registered or certified mail or by personal service, notify the student and the student's parent/guardian of the intent of the Board to hear the item in closed session. If a written request for open session is received from the student or the student's parents/guardians within 48 hours of receiving the notice, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any other student shall remain in closed session. (Education Code 35146, 48912, 49070)

If the Board conducts an expulsion hearing pursuant to Board Policy 5144.1 - Suspension and Expulsion/Due Process, the Board shall do so in closed session 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 shall meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

In order to protect student privacy rights provided in 20 JSC 1232g or other applicable laws, the identity of a student shall not be listed in the agenda and, unless the item is heard in open session, shall not be included in any report after closed session. Additionally, a student matter shall be listed in the open session portion of the agenda with the same description and numbering system as it was on the closed session portion of the agenda.

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 Board Bylaw 9320 - Meetings and Notices and Board Bylaw/Exhibit (1) 9323.2 - Actions By The Board.

The Board may also 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. (Education Code 32281)

Real Property Negotiations

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)

Anticipated Litigation/Initiation of 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 anticipated litigation or whether to initiate litigation when discussion of either matter in open session would prejudice the district's position with respect to such 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 to be "anticipated" when, 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 against a district officer or employee based on prior or prospective activities or alleged activities during and potentially during the course and scope of that office or employment. (Government Code 54956.9)

Existing facts and circumstances are limited to the following: (Government Code 54956.9)

1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s)
2. 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)
3. The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff
4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board
5. 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

Each agenda item related to anticipated litigation shall only contain one such matter. For an anticipated litigation item that is anticipated based on Items #2, #3, or #5 above, the agenda item shall also include the facts or circumstances that might result in litigation, the claim or written threat of litigation, or the record of the threat. However, the agenda item shall not identify the alleged victim of unlawful or tortious sexual conduct or anyone making the threat on the alleged victim's behalf, or identify a public employee who is the alleged perpetrator of any unlawful or tortious conduct upon which a threat of litigation is based, unless the identity of the person has been publicly disclosed. (Government Code 54956.9)

Existing 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 existing litigation when discussion of the matter in open session would prejudice the district's position with respect to such litigation. Litigation is considered to be "existing" when the district has been named a party to the litigation or a district officer or employee has been named a party to the litigation based on prior or prospective activities or alleged activities during the course and scope of that office or employment, including litigation in which involves whether an activity is outside the course and scope of the office or employment. 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)

Tort, Public, or Workers' Compensation Liability

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)

Joint Powers Agency Issues

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 that has direct financial or liability implications for the district and that was obtained in a closed session of a JPA of which the district is a member. 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))

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 and before the report has been made public, 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 shall be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

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)

Bylaw 9321: Closed Session

Status: ADOPTED

Original Adopted Date: 11/20/2019 | Last Reviewed Date: 11/20/2019

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 session during a regular, special, or emergency meeting only for purposes authorized by law.

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)

In the open session preceding the closed session, the Board shall disclose 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. 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)

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

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

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)

Personnel Matters

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, performance evaluation, 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)

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 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)

The Board may hold a closed session to discuss 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)

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)

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 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)

Negotiations/Collective Bargaining

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

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. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator 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)

Matters Related to Students

If a public hearing would lead to the disclosure of confidential student information, the Board shall meet in closed session to consider a suspension, disciplinary action, 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, 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)

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)

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.

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)

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)

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)

Real Property Negotiations

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), the property under negotiation, and 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)

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 pending litigation when 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(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(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 Government Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.
 - 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 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(d)(4))

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 (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(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(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.

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

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)

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)

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)

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

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)

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)

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.

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.

Exhibit 9321-E(1): Closed Session

Status: DRAFT

Original Adopted Date: Pending

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: [REDACTED]
(Specify position to be filled)

PUBLIC EMPLOYMENT Government Code 54957

Title: [REDACTED]
(Specify position to be filled)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION Government Code 54957

Title: [REDACTED]
(Specify title of employee being evaluated)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code 54957 (Due to employee privacy rights, no additional information may be provided.)

SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE Government Code 54957 (Due to employee privacy rights, no additional information may be provided.)

EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN Government Code 54957.10 (No additional information may be provided.)

Negotiations/Collective Bargaining

CONFERENCE WITH LABOR NEGOTIATORS Government Code 54957.6

District-Designated Representatives: [REDACTED]
(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: [REDACTED]
(Specify name of employee organization with which negotiations are being held.)

or

Unrepresented Employee(s): [REDACTED]
(Specify position of unrepresented employee(s) who are the subject of the negotiations.)

Matters Related to Students

STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION

Education Code 35146

Tracking/Identification Number: [REDACTED]

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

STUDENT EXPULSION
Education Code 48912

Tracking/Identification Number: [REDACTED]

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

STUDENT GRADE CHANGE APPEAL
Education Code 49070

Tracking/Identification Number: [REDACTED]

(Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

CONFIDENTIAL STUDENT MATTER

Action Under Consideration: [REDACTED]

(If the Board is considering a confidential student matter other than those listed above, specify type of action.)

Tracking/Identification Number: [REDACTED]

(Due to student privacy rights, no additional information may be provided. 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: [REDACTED]

(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: [REDACTED]

(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: [REDACTED]

(Specify street address or, if no street address, the parcel number or other unique reference of the real property under negotiation.)

District Negotiator: [REDACTED]

(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.)

Party With Whom District Is Negotiating: [REDACTED]

(Specify name of party, not agent.)

Under Negotiation: [REDACTED]
(Specify whether instruction to negotiator will concern price, terms of payment, or both.)

Anticipated Litigation/Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

(If applicable) Existing Facts And Circumstances:
[REDACTED]

CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION
Initiation of litigation pursuant to Government Code 54956.9(d)(4)

(If applicable) Existing Facts And Circumstances:
[REDACTED]

Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code 54956.9(d)(1)

Name Of Case: [REDACTED]
(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

Tort, Public, or Workers' Compensation Liability

LIABILITY CLAIMS
Government Code 54956.95

Name Of Claimant(s): [REDACTED]
(Specify name, except 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 Claim Is
Made: [REDACTED]

Joint Powers Authority Issues

INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT
Government Code 54956.96

Name Of JPA: [REDACTED]

Discussion Will Concern: [REDACTED]
(Specify closed session description used by the JPA.)

Name Of District Representative On JPA
board: [REDACTED]

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

(Reference resolution in which board agreed to accept the terms or conditions established by rules and regulations of the State Board of Education.)

Exhibit (PDF) 9321-E PDF(1): Closed Session

Status: ADOPTED

Original Adopted Date: 05/03/2021

See PDF on the next page.

Exhibit 1

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.)

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.)

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.)

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): _____

(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 Policy Manual
Center Joint Unified School District

Exhibit 9321-E(2): Closed Session

Status: DRAFT

Original Adopted Date: Pending

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

PUBLIC EMPLOYEE APPOINTMENT

Title: _____
(Specify position to be filled)

Appointment Made: (Yes; otherwise no action taken)

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Recused: _____
(Enter names of Board members)

PUBLIC EMPLOYMENT

Title: _____
(Specify position to be filled)

Decision to Employ: (Yes; otherwise no action taken)

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Recused: _____
(Enter names of Board members)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: _____
(Specify title of employee being evaluated)

(If applicable) Board evaluated an employee in the above listed position.

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Title: _____
(Specify position affected)

(If applicable) Decision to Dismiss/Release: (Yes; otherwise no action taken)

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Recused: _____
(Enter names of Board members)

SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE

(If applicable) Board heard/discussed a specific complaint or charge against an employee.

EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN

(If applicable) Board received/discussed an employee's application for early withdrawal of funds in deferred compensation plan.

Negotiations/Collective Bargaining

(If applicable) Agreement Reached With: [REDACTED]
(Specify Employee Organization)

Ayes: [REDACTED]
Nays: [REDACTED]
Abstentions: [REDACTED]
Absent: [REDACTED]
Recused: [REDACTED]
(Enter names of Board members)

Matters Related to Students

STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION

Tracking/Identification Number: [REDACTED]

(If applicable) Board heard/discussed this matter and will vote in open session as indicated in the agenda.

STUDENT EXPULSION

Tracking/Identification Number: [REDACTED]

(If applicable) Board heard/discussed this matter and will vote in open session as indicated in the agenda.

STUDENT GRADE CHANGE APPEAL

Tracking/Identification Number: [REDACTED]

(If applicable) Board heard/discussed this matter.

CONFIDENTIAL STUDENT MATTER

Action Under Consideration: [REDACTED]

Tracking/Identification Number: [REDACTED]

(If applicable) Board heard/discussed this matter.

Security Matters

THREAT TO PUBLIC SERVICES OR FACILITIES

(If applicable) Board consulted with: [REDACTED]
(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

(If applicable) Board approved a Tactical Response Plan.

Ayes: [REDACTED]

Nays: _____
Abstentions: _____
Absent: _____
Recused: _____
(Enter names of Board members)

Real Property Negotiations

(If applicable) Board approved an agreement concluding real estate negotiations and the agreement is final.

Substance Of Agreement: _____

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Recused: _____
(Enter names of Board members)

Anticipated Litigation/Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(If applicable) Board has given approval to legal counsel to defend the district against anticipated litigation.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Recused: _____
(Enter names of Board members)

or

(If applicable) Board approved an agreement concluding this matter and the agreement is final.

Adverse Party(s): _____

Substance Of Agreement: _____

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Recused: _____
(Enter names of Board members)

CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

(If applicable) Board has given approval to legal counsel to initiate litigation.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Recused: _____
(Enter names of Board members)

or

(If applicable) Board approved an agreement concluding this matter and the agreement is final.

Adverse Party(s): _____

Substance Of Agreement: _____

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

Recused: _____

(Enter names of Board members)

Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(If applicable) Board has given approval to legal counsel to defend the district, seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in this litigation.

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

Recused: _____

(Enter names of Board members)

or

(If applicable) Board approved an agreement concluding this litigation and the agreement is final.

Substance Of Agreement: _____

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

Recused: _____

(Enter names of Board members)

Tort, Public, or Workers' Compensation Liability

LIABILITY CLAIMS

(If applicable) Board approved disposing of this claim and that disposition is final.

Substance Of Claim, Including Amount Of Payment To Claimant: _____

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

Recused: _____

(Enter names of Board members)

Joint Powers Agency Issues

INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT

(If applicable) Board heard/discussed this matter.

Review of Audit from State Auditor's Office

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE

(If applicable) Board heard/discussed this matter.

Review of Assessment Instruments

REVIEW OF STUDENT ASSESSMENT INSTRUMENT

(If applicable) Board reviewed the assessment in compliance with the applicable board resolution.

Bylaw 9323.2: Actions By The Board

Status: DRAFT

Original Adopted Date: 06/12/2019

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164, 35165)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Action on Non-Agenda Items

The Board may take action on a subject not appearing on the posted meeting agenda only after publicly identifying the item and if any one of the following conditions are met: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier
4. Until December 31, 2025, when a Board member requests to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda

Challenging Board Actions

Before seeking to file a civil action to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board, the district attorney's office or interested person shall first present a demand to "cure and correct" the alleged violation to the district. If the district receives a proper demand from the district attorney's office or any interested person to "cure and correct" an alleged violation of the Brown Act, the Board shall consult with legal counsel on if and how to respond as provided by law. (Government Code 54960-54960.5)

Bylaw 9323.2: Actions By The Board

Status: ADOPTED

Original Adopted Date: 06/12/2019 | **Last Reviewed Date:** 06/12/2019

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

Challenging Board Actions

The district attorney's office or any interested person may file an action in court for the purpose of: (Government Code 54960, 54960.2)

1. Stopping or preventing the Board's violation or threatened violation of the Brown Act
2. Determining the applicability of the Brown Act to ongoing or future threatened Board actions
3. Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:
 - a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.
 - b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.
 - c. The action is brought within the time required by Government Code 54960.2.
4. Determining the validity, under state or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression
5. Compelling the Board to audio record its closed sessions because of a court's finding of the Board's violation of any applicable Government Code provision

The district attorney or any interested person may file an action in court to nullify a Board action which is alleged to be in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
 2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
 3. Take no action. If the Board takes no action within the 30-day period, its inaction shall be considered a decision not to cure or correct the challenged action.
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Exhibit 9323.2-E(1): Actions By The Board

Status: DRAFT

Original Adopted Date: Pending

RESTRICTIONS ON BOARD ACTIONS

This exhibit is a non-exhaustive list of the Governing Board actions that require more than a majority vote as well as restrictions and prohibitions on when the Board may take certain actions. Other such actions may exist and may be identified in the future.

Actions Requiring a Two-Thirds Vote of the Membership of the Board

1. Resolution declaring the Board's intention to sell or lease real property (Education Code 17466)
2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district so long the proposed use of property is not for nonclassroom facilities (Government Code 53094)
7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)
8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
9. Decision to pursue the authorization and issuance of general obligation bonds pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution (Education Code 15266)
10. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)
11. When the district has a three-member Board and has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA), action to respond to an emergency facilities condition without giving notice for bids to award contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

Actions Requiring a Four-Fifths Vote of the Membership of the Board

1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823, 53824)
3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)
4. When the district has a five-member or seven-member Board and has adopted the procedures set forth in UPCCAA, action to respond to an emergency facilities condition without giving notice for bids to award contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050).
5. Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the UPCCAA for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Actions Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

1. Approval of the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

Actions Requiring a Unanimous Vote of the Membership of the Board

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510, 17511)
2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Actions Requiring a Unanimous Vote of the Board Members Present at the Meeting

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

Actions Required to Occur During a Regular Board Meeting

1. Termination of the Superintendent or an assistant superintendent without cause (Education Code 35150)
2. Discussion or action regarding the contract, salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1 (Government Code 54956)

Prohibitions on Certain Board Actions

1. Termination of the Superintendent or an assistant superintendent without cause within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled (Education Code 35150)
 2. When the District is disposing of surplus land and has received a notification from the Department of Housing and Community Development pursuant to Government Code 54230.5 with regard to the surplus land, final action to ratify or approve the proposed disposal of surplus land unless the district holds an open and public meeting in compliance with Government Code 54230.7 to review and consider the substance of the notice
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Exhibit (PDF) 9323.2-E PDF(1): Actions By The Board

Status: ADOPTED

Original Adopted Date: 05/03/2021

See PDF on the next page.

Exhibit 1

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring the Governing Board's intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)

(cf. 7150 - Site Selection and Development)

(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

10. Resolution of intent to issue bonds within a school facilities improvement district with the approval

of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

11. Resolution to place a parcel tax on the ballot (Government Code 53724)

12. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

13. When the district has a three-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)

3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

5. When the district has a five-member or seven-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

6. Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510-17511)

2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)