

SPECIAL BOARD MEETING
BOARD OF TRUSTEES
WHEATLAND UNION HIGH SCHOOL DISTRICT
1010 Wheatland Road, Wheatland, CA 95692

Wednesday, April 21, 2021

5:00 p.m. TELEPHONIC

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

The Public's health and well-being are the top priority for the Board of Trustees ("Board") of Wheatland Union High School District ("District") and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board will be available by:

Zoom Meeting (click the link below to join the meeting)

<https://tinyurl.com/4w5b2du6>

Password: WUHSD

Note: The meeting is being held solely by telephonic means and will be made accessible to members of the public seeking to attend and to address the Board solely through the link set forth above, except that members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least twenty-four (24) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

Nicole Newman, Superintendent

1010 Wheatland Road, Wheatland, CA 95692

(530) 633-3100 x101 nnewman@wheatlandhigh.org

REVISED AGENDA

- 1. CALL MEETING TO ORDER**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. ESTABLISHMENT OF A QUORUM**
Mr. Tony Lopez, President _____
Mrs. Shawndel Meder, Clerk _____
Mrs. Patricia Agles, Member _____
Mr. Greg Forest, Member _____
Mr. Brendan McHugh, Member _____
Ms. Jasmine Belflower, Student Board Rep _____
- 4. CONFIRMATION OF THE AGENDA**
- 5. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD**

*The Public may address the Board on any matter pertaining to the school district that relates to Closed Session or is not on the agenda. Unless otherwise determined by the Board, **each person is limited to three (3) minutes**. If a large number wish to speak on a specific item, the Board may limit total input to twenty (20) minutes on any item. There will be no Board discussion except to ask questions or to refer the matter to staff and no actions will be taken unless listed on the agenda.*

The Ralph M. Brown Act prevents the Board of Trustees from responding to these comments with the exception of clarifying questions. The California Government Code, Section 54954.2(a)2 states, "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except the members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3.

No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Government Code 54954.3. In addition, on their own initiative, or in response to questions posed by the public, a member of legislative body or its staff may ask a question for clarification make a brief announcement or make a brief report on his or her own activities. Furthermore, a member of a legislative body or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for actual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

6. SPECIAL RECOGNITIONS

LCAP GOAL #2: WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.

- ACSA – Every Student Succeeding Award: Region 2 – Adrian Chun
- Valedictorian – Brandon Reponte
- Salutarian – Da'Shaun Steward

7. CLOSED SESSION

Pursuant to Government Code §54957.6, the board will meet in closed session on the following matters.

• **PUBLIC EMPLOYEE / PERSONNEL**

- Title: Certificated, Classified, Administration and Unrepresented Employees

• **CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code 54957.6, the Board will meet in Closed Session to give direction to District Negotiator: Ms. Nicole Newman, Superintendent and Kerri Hubbard, CBO, regarding negotiations with WHEAT, CSEA and Unrepresented employees.

8. RECONVENE TO OPEN SESSION

9. ACTION ON CLOSED SESSION ITEMS IF ANY

10. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD

The Public may address the Board on any matter pertaining to the school district that is not on the agenda. Unless otherwise determined by the Board, **each person is limited to three (3) minutes**. If a large number wish to speak on a specific item, the Board may limit total input to twenty (20) minutes on any item. There will be no Board discussion except to ask questions or to refer the matter to staff and no actions will be taken unless listed on the agenda.

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**All open session materials distributed to board members are available upon request at 1010 Wheatland Road, Wheatland, CA 95692*

**Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1*

Posted: 4/19/2021 MH

11. STUDENT AND STAFF RECOGNITIONS – Ms. Schandia Edwards and Mr. Cy Olsen

LCAP GOAL #2: WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.

- WUHS Student of the Month
- EPD Student of the Quarter
- Staff of the Month

12. OPPORTUNITY FOR SCHOOL AFFILIATED ORGANIZATIONS TO ADDRESS THE BOARD

LCAP GOAL #3: WUHSD will engage families and members of the greater school community as educational partners.

- BAFB Liaison – Mrs. Annette Goodly
- Booster President / Representative

13. SUPERINTENDENT’S REPORT – Ms. Nicole Newman

This item provides an opportunity for the Superintendent to share various items of interest with the Board – Ms. Nicole Newman

14. CHIEF BUSINESS OFFICER’S REPORT – Ms. Kerri Hubbard

- Bond Report
- Developer Fee Report

15. DIRECTOR’S AND SUPERVISOR’S REPORT

- Maintenance – Mr. Mark Walker
- Transportation – Mrs. Anita Burns
- Student Services – Ms. Lauren Link
- Special Programs – Ms. Ashley Freeman
- Technology – Mr. Brian Amsbaugh
- STEAM/WE WORK – Dr. Celeste Boggs
- CTE/C – Ms. Carol Keiser
- Athletics – Mr. Jason Soderlund/Mr. Dave Contreras

16. STUDENT BOARD REPRESENTATIVE REPORT – Ms. Jasmine Bellflower

17. PRINCIPAL’S REPORT

- Wheatland Union High School - Mr. Cy Olsen
- Wheatland Community Day School – Mr. Cy Olsen
- Edward P. Duplex Continuation High School - Ms. Schandia Edwards

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Posted: 4/19/2021 MH

18. CONSENT AGENDA

ACTION NO. 20.133

Notice to the Public

Wheatland Union High School District Governing Board utilizes a consent calendar for items that require the approval of the board but are of routine nature. They act upon these items in one vote. Any member may remove an item for additional questions. Board members receive their agendas and back up materials four days in advance of our meetings. They have the opportunity to ask questions and to do research prior to our meeting. It is their intent to handle the routine items expeditiously, so they have time to address more serious issues.

- A. Approve minutes of the March 10, 2021 Regular Board Meeting
- B. Approve minutes of the March 27, 2021 Special Board Meeting
- C. Approve bills and warrants for March 2021 in the amount of \$361,739.43
- D. Williams Uniform Complaint Report (January, February, March 2021)
- E. Approve hiring the following personnel for the 2021-22 school year:
 - Jimmie Adams, Music Teacher
 - William Husse, English Teacher
 - Hugo Diaz, Counselor
 - Tiffany Embry, Counselor

19. DEFERRED CONSENT ITEMS

20. INFORMATION ITEMS

20.1 District Risk Management Activities Report – Ms. Nicole Newman

20.2 LCAP Update – Ms. Nicole Newman

**20.3 March 2021 Board Policy Updates (approval on second reading)
– Ms. Nicole Newman**

- A. First Reading BP 3110 Transfer of Funds
- B. First Reading BP 3230 Federal Grant Funds
- C. First Reading AR 3230 Federal Grant Funds
- D. First Reading AR 3320 Claims and Actions Against the District
- E. First Reading BP 3452 Student Activity Funds
- F. First Reading BP 3600 Consultants
- G. First Reading E 4112.9, 4212.9, 4312.9 Employee Notification
- H. First Reading AR 4161.2, 4261.1, 4361.2 Personal Leaves
- I. First Reading AR 4161.8, 4261.8, 4361.8 Family Care and Medical Leave
- J. First Reading BP 6142.8 Comprehensive Health Education
- K. First Reading AR 6142.8 Comprehensive Health Education

20.4 Review 2020-2021 Contract for Services and Materials

– Ms. Kerri Hubbard

- **King Consulting – Completion of Trustee Area Proposal**

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Posted: 4/19/2021 MH

21. INFORMATION / POSSIBLE ACTION ITEMS

**21.1 BOARD POLICY REVISION: BP 1325 COMMUNITY RELATIONS
ADVERTISING AND PROMOTION - Ms. Nicole Newman**

LCAP GOAL #3: WUHSD will engage families and members of the greater school community as educational partners.

The Board will consider a revision to Board Policy 1325, specifically as it relates to business names appearing in advertising on school grounds. At its option, the Board may waive a second reading of the proposed revision and vote on adaption after the first reading.

ACTION NO. 20.134

22. ACTION ITEMS

A PUBLIC HEARING WILL BE HELD BY THE GOVERNING BOARD OF THE WHEATLAND UNION HIGH SCHOOL DISTRICT, to accept comments from members of the public on the Wheatland Union High School District Initial Proposal to California School Employees Association (CSEA).

The public is invited to provide comment or ask questions on this matter at this time.

**22.1 PURSUANT TO GOVERNMENT CODE SECTION 3547, PROPOSED
ADOPTION OF WHEATLAND UNION HIGH SCHOOL DISTRICT'S INITIAL
BARGAINING WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
(CSEA) FOR THE 2020-2021 SCHOOL YEAR – Ms. Nicole Newman**

ACTION NO. 20.135

**22.2 APPROVE 2020-2021 CONTRACTS FOR SERVICES AND MATERIALS
– Ms. Kerri Hubbard**

LCAP GOAL #2: WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.

- Clayton A. Titus, Inc. – Portable buildings relocation project
- Novato Unified School District – Purchase 6 used portables
- King Consulting – Developer Fee Justification Study
- King Consulting – Facility Master Plan
- King Consulting – Consulting services to establish new construction and modernization eligibility.

ACTION NO. 20.136

**22.3 APPROVE RESOLUTION AUTHORIZING WHEATLAND UNION HIGH
SCHOOL DISTRICT TO ACCEPT GRANT FUNDS IN THE AMOUNT OF
\$103,404.00 FROM THE STATE OF CALIFORNIA DEPARTMENT OF
JUSTICE, OFFICE OF ATTORNEY GENERAL, TOBACCO LAW
ENFORCEMENT GRANT PROGRAM – Ms. Nicole Newman**

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LCAP GOAL #2: WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.

ACTION NO. 20.137

22.4 APPROVE MOU BETWEEN THE DEPARTMENT OF JUSTICE AND WHEATLAND UNION HIGH SCHOOL TO PROVIDE GRANT FUNDS FOR EXPENDITURES INCURRED THROUGH THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM – Ms. Nicole Newman

LCAP GOAL #2: WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.

ACTION NO. 20.138

22.5 APPROVE APPOINTMENT OF THE FOLLOWING PERSONNEL TO SERVE FOR THE 2021-22 SCHOOL YEAR AS THE SCHOOL'S CIF LEAGUE REPRESENTATIVES – Ms. Nicole Newman

LCAP GOAL #2: WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.

- Nicole Newman
- Cy Olsen
- Schandia Edwards
- Jason Soderlund

ACTION NO. 20.139

22.6 APPROVE ART UMLAND CONSTRUCTION ADMINISTRATION AND MANAGEMENT CONTRACT - Ms. Nicole Newman

LCAP GOAL #2: WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.

ACTION NO. 20.140

23. BOARD MEMBER REPORTS / COMMENTS

24. ITEMS TO BE AGENDIZED FOR THE NEXT REGULAR MEETING

25. CLOSED SESSION

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• **CONFERENCE WITH LABOR NEGOTIATOR**

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26. RECONVENE TO OPEN SESSION

27. ACTION ON CLOSED SESSION ITEMS IF ANY

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Posted: 4/19/2021 MH

28. ADJOURNMENT

ACTION NO. 20.141

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SCHOOL BOARD MEETING FORMAT

What is a School Board Meeting?

A School Board Meeting is the normal business meeting of the governing board at which district business is conducted. It is not a public meeting where questions and discussion come from the audience. Members of the audience may address their comments to the Board during the time at which the Board is discussing the agenda item. A five-minute time limit will be imposed except for special presentations approved in advance.

Notification of Meetings

To provide the public with information about what will be on each board meeting agenda, a public notice is posted on the Wheatland Union High School website at www.wheatlandhigh.org on the Friday prior to a regularly scheduled board meeting. In addition, a copy of every board meeting agenda is posted at all schools, sent to union presidents and available for review at the District Office.

Next Regular Meeting: May 12, 2021

**All open session materials distributed to board members are available upon request at 1010 Wheatland Road, Wheatland, CA 95692*

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Posted: 4/19/2021 MH

G.O. Bond Update

Fund 21 and 22

Activity through December 31, 2020

BOND EXPENDITURES

Description	Prior Expenditure	Change	Total Expenditure
Bond Issuance, Interest, Financial Reporting	317,759.96		317,759.96
Utility Project - Sierra Valley Construction	768,971.63		768,971.63
Gas Line Project - EC Nelson	257,375.00		257,375.00
DSA Inspection Serv. - Sharp Architecture	33,722.39		33,722.39
Soil Testing - Klein/Youngdahl	41,228.48		41,228.48
WLC Architects and Construction Management	244,993.10		244,993.10
Capitol PFG Bond Consulting Services	195,903.04		195,903.04
Appeal Democrat Bid Notice Costs	8,724.88		8,724.88
NMR Architects - WiFi, Restroom, Gas Line Proj	201,403.92		201,403.92
DSA Field Review Fee	114,272.42		114,272.42
Miscellaneous	159,198.51	358.52	159,557.03
Artland Construction – Gas Line Extension Proj	61,150.00		61,150.00
Hilbers – Restroom Remodel Project	1,391,264.99		1,391,264.99
3D Datacom – WiFi Contractor	383,933.61		383,933.61
Wallace Kuhl Materials Testing	26,055.31		26,055.31
NFB Engineering – Concrete Project	39,593.15		39,593.15
Vista Net – WiFi Equipment	142,454.66		142,454.66

Miscellaneous includes: conex box costs

BOND EXPENDITURES

Description	Prior Expenditure	Change	Total Expenditure
Beynon Sports – Track Resurfacing and Striping	209,700.00		209,700.00
Rico's Window Tint – Campus Window Tinting	33,976.00		33,976.00
Snack Bar Restroom Project - Landmark	1,353,489.63		1,353,489.63
Immer1/RTI – Technology Upgrades	219,155.29		219,155.29
Delta Wireless – Security Camera Install	98,672.23		98,672.23
BSN Sports	5,021.43		5,021.43
RT Dennis Accountancy	9,890.00		9,890.00
Lozano Smith	3,834.74		3,834.74
Midvalley Sound Window Tinting	13,620.10		13,620.10
Track Concrete Runway, Pits/Mats/Discus	40,355.27		40,355.27
King Consulting	52,472.98		52,472.98
Kingsley Bogard	101,717.65		101,717.65
Bleachers Misc (Soil testing/Surveying)	16,011.35		16,011.35
CASA Studio	372,655.06		372,655.06
DKS Electric	89,003.00		89,003.00
REM Construction – Classroom Project	2,551,944.25		2,551,944.25
REM Construction – Bleacher Project	572,926.11		572,926.11
DSA Inspections	17,990.00		17,990.00
Delta Bluegrass	212,580		212,580

BOND EXPENDITURES

Description	Prior Expenditure	Change	Total Expenditure
Carpets Galore – Girls Team Room Floor	10,000.00		10,000.00
Artland Construction – Lighting Project	48,051.30		48,051.30
SturdiSteel	383,298.75		383,298.75
Voltage Specialists – Classroom PA	32,342.00		32,342.00
Anderson & Sons Const. - Stadium Fencing	22,310.74		22,310.74
Best Buy – Classroom Technology	24,490.97		24,490.97
Umland Construction Services	17,650		17,650
Total	10,904,312.94	358.52	10,904, 671.46
Bond Series A & Series B Revenue	8,865,000.00		
Bond Interest Earned	271,920.71		
Bridge Loan	1,800,000		
Grand Total Revenue	10,936,920.71		
Remaining Balance			\$32,249.25
Amount Encumbered			(\$32,249.25)
Available Funds			\$0.00

Wheatland Union High School District
Developer Fee Report
Fiscal Year 2020-21
Activity through March 31, 2021

Category	July	August	September	October	November	December	January	February	March
Beginning Balance	1,039,277	1,128,497	1,156,753	1,284,916	1,360,062	1,535,631	1,604,218	1,548,883	1,648,359
Fees Collected	83,650	77,784	128,162	86,806	177,564	68,901.73	27,485	123,472	56,934
Interest Earned	5,845		-	3,211			3,164		
Expenditures	(275)	(1,785)	-	(14,870)	(1,995)	(315)	(38,242)	(23,996)	(51,804)
Debt Service		(47,743)	-	-			(47,743)		
Ending Balance	1,128,497	1,156,753	1,284,916	1,360,062	1,535,631	1,604,218	1,548,883	1,648,359	1,653,489

Description	Amount
Dev Fees Collected	3,296,665
Interest Collected	64,667
Prof/Consulting/Constr	(917,591)
Equipment	(14,544)
Debt Service	(532,068)
Interest on Debt	(231,813)
Dev. Fund Balance	1,653,489

Description	Amount
Principal	1,080,000.00
Interest	304,532.97
Total	1,384,532.97
Life of Lease	14.0 Years
Paid To Date	763,880.26
Balance Remaining	620,652.71
Time Remaining (Yrs)	8
Payments Remaining	13

REGULAR BOARD MEETING
BOARD OF TRUSTEES
WHEATLAND UNION HIGH SCHOOL DISTRICT
1010 Wheatland Road, Wheatland, CA 95692

Wednesday, March 10, 2021

5:00 PM TELEPHONIC

Unadopted Minutes

A regular meeting of the Wheatland Union High School District Board of Trustees was held on Wednesday, March 10, 2021.

Trustees in attendance included Mr. Tony Lopez, Mrs. Shawndel Meder, Mrs. Patricia Agles, Mr. Greg Forest, and Mr. Brendan McHugh

Also Present: Nicole Newman, Cy Olsen, Schandia Edwards, Ashley Freeman, Vina Guzman, Carol Keiser, Celeste Boggs, Max Struble, Sarah Storm, Sarah Peters, Kayla MacKaben, Mona Hood and several students, parents and community members.

1. CALL MEETING TO ORDER

President Lopez called the meeting to order at 5:00 p.m.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Member Shawndel Meder led the pledge of allegiance.

3. ESTABLISHMENT OF A QUORUM

Mr. Tony Lopez, President	Present
Mrs. Shawndel Meder, Clerk	Present
Mrs. Patricia Agles, Member	Present
Mr. Greg Forest, Member	Present
Mr. Brendan McHugh, Member	Present
Ms. Jasmine Belflower, Student Board Rep	Absent

4. CONFIRMATION OF THE AGENDA

Superintendent Newman removed Action Item 18.1 **RECEIVE THE ANNUAL AUDIT REPORT FOR THE FISCAL YEAR 2020-2021 SCHOOL YEAR** because the auditors have not completed the document.

5. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD

No one present addressed the Board.

6. TENURE CELEBRATION

6.1 The following certificated staff members were tenured:

- Carol Keiser
- Kayla MacKaben
- Sarah Peters
- Sarah Storm
- Max Struble
- Derek Vance

7. CLOSED SESSION 5:34 p.m.

Pursuant to Government Code §54957.6, the board will meet in closed session on the following matters.

- **PUBLIC EMPLOYEE / PERSONNEL**

- *Title: Certificated, Classified, Administration and Unrepresented Employees*

- **CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code 54957.6, the Board will meet in Closed Session to give direction to District Negotiator: Ms. Nicole Newman, regarding negotiations with WHEAT, CSEA and Unrepresented employees.

- **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – SUPERINTENDENT**

Pursuant to Government Code sec. 54957, the Board will meet in Closed Session for Discussion regarding Superintendent's evaluation.

8. RECONVENED TO OPEN SESSION AT 6:02 p.m.

9. ACTION ON CLOSED SESSION ITEMS IF ANY

President Lopez reported that no action was taken during closed session.

10. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD

No one present addressed the Board.

11. STUDENT AND STAFF RECOGNITIONS

- WUHS Student of the Month: Lorenzo Kepler
- Staff of the Month: CTE/C Center staff
 - Carol Keiser, Director of CTE Innovation and Technology
 - Celeste Boggs, Director of Work Based Learning and STEAM
 - Erin Bertolini, Academic Technician
 - Shawna Hulsey, Academic Technician
 - Nancy Kailihiwa, Academic Technician
 - Heather McHugh, College and Career Readiness Technician
 - Felicia Meza, Academic Technician
 - Maria Mireles, Academic Technician

12. OPPORTUNITY FOR EMPLOYEE ORGANIZATIONS TO ADDRESS THE BOARD

- BAFB Liaison – not present
- Booster President / Representative – not present

13. SUPERINTENDENT'S REPORT

- Facilities
 - Trent Sommers from CA+SA studios updated the board regarding the Agricultural CTE project.
- The district will receive a tobacco grant from the Department of Justice. The district's plan is to partner with the Wheatland Police Department in providing an officer on campus one day per week to aid in building positive relationships between students and the police as well as training aligned with mission of the Department of Justice Tobacco Grant.

- The district received 300 responses to the recent LCAP survey. This is a greater response when compared to past years.
- The district will be meeting with Leadership students on March 22nd and 23rd and will provide the results during the upcoming strategic planning Board workshop.
- The district is in the process of a procurement audit. Chief Business Officer, Kerri Hubbard, will be assisting during this process.
- Bond Report (*attachment*)
- Developer Fee Report (*attachment*)
- Student Board Representative – Ms. Belflower was unable to attend the board meeting, but her presentation is included with these minutes. (*attachment*)

14. PRINCIPAL'S REPORT

WUHS – Mr. Cy Olsen

- Students Matthew Brockhoff and Nicholas Asuncion have been recommended for this year's Boys State selection through the American Legion.
- This year's Depper Awards were presented virtually. Videos by grade level are available on the school website.
- The football team's first scrimmage will be held next Saturday against Live Oak. Testing protocols are in place.
- Golf, Cross Country, and Tennis teams are currently competing.
- PBIS (Positive Behavioral Interventions and Supports) was relaunched with the student's return to hybrid learning.
- A virtual schoolwide College Fair will be held on April 16th.
- WUHS is in the process of hiring a new Music Director.
- Annual emergency drills were completed last week.
- The Class of 2021 had their traditional football field picture taken.
- Upcoming Senior Events (*attachment*).
- Protocol for parents attending their student's sporting events (*attachment*).

Community Day School - Mr. Cy Olsen

- Two students are currently enrolled.
- Carlethe Embry is doing a great job providing a P.E. component for the students. She is also working with students to encourage them to take advantage of the opportunities the CTE/C Center offers.

Edward P. Duplex Continuation (EPD) – Ms. Schandia Edwards (*attachment*)

- Window clings will be ordered for the EPD windows similar to the WUHS window clings.

- Students have been very involved in completing the mural on the side of the building. Completion is anticipated by next week.

15. CONSENT AGENDA

ACTION NO. 20.115

Approval of the consent agenda as presented:

- A. Approve minutes of the February 17, 2021 Regular Board Meeting
- B. Approve minutes of the February 19, 2021 Special Board Meeting.
- C. Approve bills and warrants for February 2021 in the amount of \$812,536.74.
- D. Approve hiring the following personnel for the 2021-2022 school year:
 - Jeffrey Smith, Math Teacher
 - Sabrina Walker, Special Education Teacher

MOTION by Shawndel Meder, seconded by Patricia Agles, to approve the consent agenda.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

16. DEFERRED CONSENT ITEMS

17. INFORMATION ITEMS

17.1 School Reopening Update

Superintendent Newman explained three options available to the district regarding reopening the school:

Option 1: Remain in current Hybrid learning model.

Option 2: Teach students in-person and at home. Due to the state's distancing requirements, each classroom could only accommodate 22-23 students. Many classes have an enrollment of 32. The only way to teach students five days a week is to survey parents to see who would be comfortable sending their student for in-person learning and who would prefer their student continue in distance learning.

Option 3: Hybrid learning would continue, but on Wednesdays, students who would like in-person learning could come on campus to attend their classes. This would be highly encouraged for students with failing or near failing grades.

The district recommended Option 3. Although the Board would prefer students return to campus five days per week, this option is not available due to state requirements of students being spaced four feet apart. The Board unanimously supported Superintendent Newman's recommendation for Option 3.

17.2 Strategic Planning Agenda Item Requests

A strategic planning Board workshop will be held on March 27, 2021. The following items will be discussed:

- Mission / Vision
- Equity
- Core Values and Beliefs
- Norms
- Responsibilities of the Board
- Ethics
- Shared understanding of Roles and Responsibilities
- Review of Selected Board Bylaws related to Governance

Superintendent Newman reported that the board will also be reviewing the LCAP surveys.

17.3 CTE/C Center Update – (presentation attached)

17.4 WE WORK Center Update – (presentation attached)

18. ACTION ITEMS

18.1 RECEIVE THE ANNUAL AUDIT REPORT FOR THE FISCAL YEAR 2020-2021 SCHOOL YEAR

ACTION NO. 20.116

This item was removed from the agenda during the confirmation of the agenda.

18.2 CONSIDER APPROVAL OF THE SECOND INTERIM REPORT ON THE FINANCIAL CONDITION OF THE DISTRICT FOR 2020-21 AND APPROVE BUDGET REVISIONS CONTAINED IN THE REPORT

ACTION NO. 20.117

MOTION by Shawndel Meder, seconded by Patricia Agles, to approve the Second Interim Report on the financial condition of the district for 2020-21 and approve budget revisions contained in the report.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

18.3 APPROVE THE WORK BASED LEARNING PLAN

ACTION NO. 20.118

MOTION by Greg Forest, seconded by Brendan McHugh, to approve the Work Based Learning plan.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

18.4 APPROVE CHEMISTRY TEXTBOOK – EXPERIENCE CHEMISTRY 2021, GRADE 9/12

ACTION NO. 20.119

MOTION by Shawndel Meder, seconded by Brendan McHugh, to approve the chemistry textbook – Experience Chemistry 2021, grade 9/12.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

18.5 DECEMBER 2020 BOARD POLICY UPDATES

- A. Second Reading AR 0430 Comprehensive Local Plan for Special Education
- B. Second Reading BP 1312.3 Uniform Complaint Procedures
- C. Second Reading AR 1312.3 Uniform Complaint Procedures
- D. Second Reading BP 4119.25, 4219.25, 4319.25 Political Activities of Employees
- E. Second Reading AR 4119.25, 4219.25, 4319.25 Political Activities of Employees
- F. Second Reading BP 4140, 4240, 4340 Bargaining Units
- G. Second Reading BP 5113.2 Work Permits
- H. Second Reading AR 5113.2 Work Permits
- I. Second Reading BP 5126 Awards for Achievement
- J. Second Reading AR 5126 Awards for Achievement
- K. Second Reading BP 5141.31 Immunizations
- L. Second Reading AR 5141.31 Immunizations
- M. Second Reading BP 6146.2 Certificate of Proficiency/High School Equivalency
- N. Second Reading AR 6146.2 Certificate of Proficiency/High School Equivalency
- O. Second Reading E 6146.2 Certificate of Proficiency/High School Equivalency
- P. Second Reading BB 9012 Board Member Electronic Communications
- Q. Second Reading BB 9320 Meetings and Notices

ACTION NO. 20.120

MOTION by Greg Forest, seconded by Shawndel Meder, to approve the December 2020 Board Policy Updates as presented.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

18.6 APPROVE SURPLUS EQUIPMENT LIST FOR MARCH 2021

ACTION NO. 20.121

MOTION by Brendan McHugh, seconded by Patricia Agles, to approve the surplus equipment list for March 2021.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

18.7 APPROVE THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION'S (CSEA) INITIAL PROPOSAL FOR NEGOTIATIONS FOR THE SUCCESSOR CONTRACT TERM OF 2020-2023

ACTION NO. 20.122

MOTION by Brendan McHugh, seconded by Shawndel Meder, to approve the California School Employees Association's (CSEA) Initial Proposal for Negotiations for the successor contract term of 2020-2023.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

18.8 APPROVAL OF REVISED COVID-19 OSHA REOPENING PLAN 1

ACTION NO. 20.123

MOTION by Shawndel Meder, seconded by Brendan McHugh, to approve the revised COVID-19 OSHA Reopening Plan 1.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

18.9 APPROVAL OF AUTHORIZATION OF SCHOOLWIDE TITLE I PROGRAM

ACTION NO. 20.124

MOTION by Shawndel Meder, seconded by Patricia Agles, to approve authorization of schoolwide Title I program.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

18.10 APPROVE JOB DESCRIPTION FOR TRANSITION AND INTERVENTION LAB COORDINATOR

ACTION NO. 20.125

MOTION by Shawndel Meder, seconded by Brendan McHugh, to approve the job description for Transition and Intervention Lab Coordinator.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

18.11 APPROVE SALARY SCHEDULE FOR TRANSITION AND INTERVENTION LAB COORDINATOR

ACTION NO. 20.126

MOTION by Shawndel Meder, seconded by Patricia Agles, to approve the salary schedule for Transition and Intervention Lab Coordinator.

Agles - Aye	Lopez - Aye
Belflower - Absent	McHugh - Aye
Forest - Aye	Meder - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

19. BOARD MEMBER REPORTS / COMMENTS

- Brendan McHugh – Attended the CSBA institute for new board members and reported learning a lot.
- Greg Forest – Also attended the CSBA institute for new board members which he found very valuable and will be sharing information from the training during the March 27th Board workshop. He also praised Celeste Boggs for her work in establishing the Work Based Learning program.
- Shawndel Meder – nothing to report
- Tony Lopez – would like information regarding the district's tobacco/vaping policy to be communicated to incoming freshmen during Pirate Come About.
- Patricia Agles – spoke with great enthusiasm for Carol Keiser and Celeste Boggs and the new programs they are establishing.

20. ITEMS TO BE AGENDIZED FOR THE NEXT REGULAR MEETING

President Lopez announced that the April 14th Regular Board Meeting will be cancelled and a Special Board Meeting will be held on April 21st.

21. ADJOURNMENT – ACTION ITEM NO. 20.127

MOTION by Shawndel Meder, seconded by Brendan McHugh, to adjourn at 8:00 p.m.
5 years, 1 Absent. Motion carries.

Respectfully Submitted:

Nicole Newman, Superintendent

Shawndel Meder, Clerk

Date

Date

SPECIAL BOARD MEETING
BOARD OF TRUSTEES
WHEATLAND UNION HIGH SCHOOL DISTRICT
1010 Wheatland Road, Wheatland, CA 95692

Saturday, March 27, 2021

9:00 AM LIBRARY

Unadopted Minutes

A special meeting of the Wheatland Union High School District Board of Trustees was held on Saturday, March 27, 2021.

Trustees in attendance included Mr. Tony Lopez, Mrs. Shawndel Meder, Mr. Brendan McHugh, Mrs. Patricia Agles, and Mr. Greg Forest

Also Present: Nicole Newman, Cy Olsen, Schandia Edwards, Ashley Freeman, and Lauren Link

1. CALL MEETING TO ORDER

President Lopez called the meeting to order at 9:06 a.m.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. ESTABLISHMENT OF A QUORUM

Mr. Tony Lopez, President	Present
Mrs. Shawndel Meder, Clerk	Present
Mrs. Patricia Agles, Member	Present
Mr. Greg Forest, Member	Present
Mr. Brendan McHugh, Member	Present
Ms. Jasmine Belflower, Student Board Rep	Absent

4. CONFIRMATION OF THE AGENDA

Superintendent Newman confirmed the agenda as presented.

5. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD

No one present addressed the Board.

6. INFORMATION ITEMS

6.1 Board Participation in Graduation Ceremony

All Board members will attend the Wheatland Union High School graduation and the Edward P. Duplex graduation.

7. ACTION ITEMS

7.1 APPROVE THE FOLLOWING CHANGES IN SIGNERS ON THE FOLLOWING UMPQUA BANK ACCOUNTS:

- **Cafeteria Account**
 - Remove Jesse Castillo
 - Add Kerri Hubbard

ACTION NO. 20.128

MOTION by Shawndel Meder, seconded by Patricia Agles, to remove Jesse Castillo and add Kerri Hubbard to the Umpqua Bank cafeteria account.

Agles - Aye	Forest - Aye
Belflower - Absent	McHugh - Aye
Meder - Aye	Lopez - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

7.2 RECEIVE THE ANNUAL AUDIT REPORT FOR THE FISCAL YEAR 2020-2021 SCHOOL YEAR

ACTION NO. 20.129

MOTION by Shawndel Meder, seconded by Brendan McHugh, to receive the annual audit report for the fiscal year 2020-2021 school year.

Agles - Aye	Forest - Aye
Belflower - Absent	McHugh - Aye
Meder - Aye	Lopez - Aye

Vote: (5 Ayes, 1 Absent) Motion carries.

7.3 CONSIDER AND APPROVAL OF RESOLUTION 20.130 SUPPORTING THE DESIGNATION OF DISTRICT REPRESENTATIVE AN AUTHORIZATION TO FILE APPLICATION(S) FOR SCHOOL FACILITY PROGRAM

ACTION NO. 20.130

MOTION by Shawndel Meder, seconded by Brendan McHugh, to approve Resolution 20.130 supporting the designation of district representative an authorization to file application(s) for School Facility Program.

Agles - Aye	Forest - Aye
Belflower - Absent	McHugh - Aye
Meder - Aye	Lopez - Aye

Vote: (5 Ayes, 1 Absent) Motion carries

7.4 AUTHORIZE SUPERINTENDENT OR CHIEF BUSINESS OFFICER TO SIGN ON BEHALF OF THE BOARD OF TRUSTEES – Ms. Nicole Newman

ACTION NO. 20.131

MOTION by Shawndel Meder, seconded by Brendan McHugh, to authorize the Superintendent of Chief Business Officer to sign on behalf of the Board of Trustees.

Agles - Aye	Forest - Aye
Belflower - Absent	McHugh - Aye
Meder - Aye	Lopez - Aye

Vote: (5 Ayes, 1 Absent) Motion carries

8. **BOARD WORKSHOP – Strategic Planning**
2021-22 Local Control and Accountability Plan (LCAP) strategic planning workshop.
9. **ADJOURNMENT – ACTION ITEM NO. 20.132**
MOTION by Shawndel Meder, seconded by Brendan McHugh, to adjourn at 3:10 p.m. 5 yeas, 1 Absent. Motion carries.

Respectfully Submitted:

Nicole Newman, Superintendent

Shawndel Meder, Clerk

Date

Date

Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22177281	03/05/2021	Advanced Document	01-5600	Maintenance Monthly Cost		13.88
22177282	03/05/2021	Anderson, James	01-4300	Home Dept refund		501.97
22177283	03/05/2021	Animal Damage Management	01-5504	Animal Maint Control		285.00
22177284	03/05/2021	California's Valued Trust	01-3402	Mar21 CVT Trustees	21.00	
			01-9514	Mar21 CVT	111,850.44	
				Mar21 CVT Life	482.22	
				Mar21 CVT Retirees	2,675.64	115,029.30
22177285	03/05/2021	CalTronics	01-4300	Cartridge Toner	601.25	
			01-4400	HP Printers	4,743.16	5,344.41
22177286	03/05/2021	CAWEE	01-5200	CAWEE Registration		400.00
22177287	03/05/2021	Cinnamon Hills Youth Crisis	01-5800	Speech/Language Therapy Svc		400.00
22177288	03/05/2021	Home Depot Gefc	01-4300	Maintenance Supplies		83.04
22177289	03/05/2021	Hust Bros. Inc	01-5600	Cylinder Rentals		15.98
22177290	03/05/2021	Hysten Distribution	13-4700	Cafeteria Milk		130.89
22177291	03/05/2021	John Coker Ag Repair	01-4300	Bus 11Transportation Repairs & Svc	55.28	
			01-5600	Bus 11Transportation Repairs & Svc	250.00	
			01-5800	Bus 11Transportation Repairs & Svc	100.00	
				Bus 15Transportation Repairs & Svc	100.00	
				Bus 1Transportation Repairs & Svc	100.00	
				Bus 9Transportation Repairs & Svc	100.00	705.28
22177292	03/05/2021	Keith Brown Drywall Inc	01-4400	Library Wall	5,700.00	
			25-6170	Library Wall	18,150.00	23,850.00
22177293	03/05/2021	MJB Welding Supply Inc	01-4300	Welding Supplies		360.99
22177294	03/05/2021	Office Depot	01-4300	Business Envelopes	193.90	
				Laminating Film	57.05	
				Wireless Mouse	91.58	342.53
22177295	03/05/2021	Pace Supply Corp	01-4300	Maintenance Supplies		286.16
22177296	03/05/2021	Pacific Gas & Electric	01-5501	Gas & Electric Svc		3,143.22
22177297	03/05/2021	Pacific Shredding	01-5800	Document Shredding Svc		34.00
22177298	03/05/2021	Prevention & Interven SvcLLC	01-5800	Pyschological Svcs		2,080.50
22177299	03/05/2021	Purchase Power	01-4300	Postage Meter Svc		1,300.90
22177300	03/05/2021	School Steps Inc	01-5800	Balance due	350.00	
				Occupational Therapy Svc	500.00	850.00
22177301	03/05/2021	Sherman Garnett & Assoc	01-4300	Discipline/Pupil Record Handbook		117.69
22177302	03/05/2021	Small Sch Dist Assn	01-5800	Annual Conf Regis		60.00
22177303	03/05/2021	Smart FoodService	01-4300	Culinary Supplies	97.57	
			13-4300	Cafeteria Food / Supplies	98.50	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22177303	03/05/2021	Smart FoodService	13-4700	Cafeteria Food / Supplies	171.96	368.03
22177304	03/05/2021	Sunrise Environmental Scien	01-4300	Cleaning Supplies		344.99
22177305	03/05/2021	Synchrony Bank/Amazon	01-4300	college Pennant	10.77	
				History Stu Text	35.22	
				Motorola Batteries	54.11	
				Office supplies	75.71	
				PE Supplies	14.31	190.12
22177306	03/05/2021	TCSIG	01-9515	Workers Compensation Contribution		7,259.00
22177307	03/05/2021	TIAA Commercial Finance, Inc	01-5600	Xerox Contract Financing		819.95
22177308	03/05/2021	TPx Communications	01-5800	Communication Svc	616.70	
			01-5900	Communication Svc	432.55	1,049.25
22177309	03/05/2021	Trafera, LLC	01-4400	Charging Stations		2,991.15
22177310	03/05/2021	US Bank Corporate	01-4200	CTE Books	140.14	
			01-4300	Board supplies	32.01	
				Businesscards	34.42	
				Health Office supplies	38.32	
				Maintenance Supplies	820.04	
				Office supplies	7.47	
				Portable Speaker	108.24	
				SPED Textbooks	399.56	
				Staff of MO lunch	23.50	
				Stu of Mo Lunch	9.79	
			01-5800	New Board Member Institute	800.00	2,413.49
22177311	03/05/2021	Verizon Wireless	01-5900	Communication Svc		391.77
22177312	03/05/2021	Walkers Office	01-4300	Desk Furniture	16,913.26	
				Furniture	3,493.90	
			01-4400	CBO Desk Set	3,400.82	23,807.98
22177450	03/12/2021	Advanced Document	01-5600	Maintenance Monthly Cost		420.36
22177451	03/12/2021	Alhambra	01-4300	Drinking Water Svc		128.48
22177452	03/12/2021	All Metals Supply	01-4300	Metal Supplies	81.18	
				Welding Supplies	952.70	1,033.88
22177453	03/12/2021	Ca Dept Of Ed Cashier's Office	13-4700	Cafeteria Food		119.70
22177454	03/12/2021	Center For Hearing Health Inc.	01-5800	Stu Hearing Test Svc		525.00
22177455	03/12/2021	Enterprise Elementary School S d Food Services	13-5800	Mountain View Co-op FY 20-21		375.00
22177456	03/12/2021	General Produce Co	13-4700	Cafeteria Food		615.20
22177457	03/12/2021	Geweke Ford	01-4300	Parts	113.49	
				Vehicle parts	47.81	161.30

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22177458	03/12/2021	Hylan Distribution	13-4700	Cafeteria Milk		487.49
22177459	03/12/2021	iDesign Solutions	01-4300	V5 Started Kit		2,097.89
22177460	03/12/2021	Jen Walsh	01-4300	SPEd Reim		225.00
22177461	03/12/2021	JW Pepper & Son Inc	01-4300	Music		186.72
22177462	03/12/2021	Keiser, Carol	01-4300	CTEIG Reim		295.32
22177463	03/12/2021	King Consulting, Inc.	25-5800	Consulting Svcs		825.00
22177464	03/12/2021	Marin County Office of Ed	01-5200	AB685 Trg 12/1/20		25.00
22177465	03/12/2021	MJB Welding Supply Inc	01-5800	Cylinder Rental		285.00
22177466	03/12/2021	Pace Supply Corp	01-4300	Maintenance Supplies		102.57
22177467	03/12/2021	Raj's Mini Mart	01-4300	Fuel		2,370.83
22177468	03/12/2021	Recology Yuba Sutter	01-5502	Waste/Garbage Disposal Svc		1,023.54
22177469	03/12/2021	Stinemans Farm Supply	01-4300	Maintenance Dept Cost	625.72	
				Operations Dept Cost	512.13	
				Tech Supplies	28.16	
				Welding Supplies	106.28	1,272.29
22177470	03/12/2021	Synchrony Bank/Amazon	01-4300	Clipboards	19.43	
				College Pennant	43.08	
				Headphones	476.08	
				Office Supplies-file cab/keyboard	321.75	
				RAM Upgrade	173.19	1,033.53
22177471	03/12/2021	T-Mobile	01-5800	Hotspots		1,700.00
22177472	03/12/2021	US Bank Corporate	01-4300	Canvas Tapestry	169.54	
				HP LaserJet	432.99	
				HP LaserJet Printers	865.98	
				Monitor	975.74	
			01-4400	MacBook Air	977.17	3,421.42
22177473	03/12/2021	Yuba County Clerk	01-5800	Board Election		7,816.22
22177606	03/19/2021	A-Z Bus Sales	01-4300	CA module/decal		128.17
22177607	03/19/2021	ACSA Foundation for Ed Admin	01-5200	Coaching Svc Fee- Cohort2020-22		3,750.00
22177608	03/19/2021	All Metals Supply	01-4300	Metal Supplies		206.61
22177609	03/19/2021	AT&T	01-5900	Communication Svc		151.30
22177610	03/19/2021	Bob's Lock & Key	01-4300	Lock & Key supplies		128.17
22177611	03/19/2021	BSN Sports	01-4300	Softball Screens		701.38
22177612	03/19/2021	CA+SA Studio	25-5800	Architect Services for CTE Facilities		17,000.00
22177613	03/19/2021	CalTronics	01-4300	Cartridge Toner	578.75	
				Toner Cartridge	466.43	1,045.18
22177614	03/19/2021	Chef Store	13-4300	Cafeteria Food/Supplies	1,001.44	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22177614	03/19/2021	Chef Store	13-4700	Cafeteria Food/Supplies	1,858.04	2,859.48
22177615	03/19/2021	Cinnamon Hills Youth Crisis	01-5800	Speech/Language Therapy Svc		400.00
22177616	03/19/2021	City Of Wheatland	01-5505	Water Svcs		1,508.44
22177617	03/19/2021	Courtright, Rebecca	01-5200	12/17-2/24 Mileage		78.40
22177618	03/19/2021	EWing	01-4300	Irrigation Supplies		755.73
22177619	03/19/2021	Flora Fresh Inc	01-4300	Floral Class Supplies		480.30
22177620	03/19/2021	Floral Resources Sacramento	01-4300	Floral Class Supplies		37.98
22177621	03/19/2021	Home Depot Gefc	01-4300	AG Supplies	1,343.82	
				Maintenance Supplies	317.04	
			01-4400	Evaporative Cooler	626.34	2,287.20
22177622	03/19/2021	Hysten Distribution	13-4700	Cafeteria Milk		265.64
22177623	03/19/2021	Jen Walsh	01-4300	SP Ed Reim		319.12
22177624	03/19/2021	King Pest Control	01-5504	Pest Control Svc		180.00
22177625	03/19/2021	Kingsley Bogard LLP	01-5800	Jan Prof Svc	834.66	
			01-5801	Jan Prof Svc	1,162.00	
			25-5801	Jan Prof Svc	12,229.00	14,225.66
22177626	03/19/2021	Landa & Sons Glass Inc	01-5800	Atten Office		547.47
22177627	03/19/2021	Mobile Mini	01-4400	Conix Containers		12,372.40
22177628	03/19/2021	Moreno, Kuulei	13-4700	USFood Reim		481.94
22177629	03/19/2021	Office Depot	01-4300	Business Envelopes	172.35	
				Report Covers	84.82	
				Specialty paper	79.55	
				SPED Supplies	65.54	402.26
22177630	03/19/2021	Recology Yuba Sutter	01-5502	Waste/Garbage Disposal Svc		3,343.22
22177631	03/19/2021	Ryland School Business	01-5800	VG Prof Svc		14,743.75
22177632	03/19/2021	Soderlund, Jason	01-5600	Depper Tux Rentals		600.66
22177633	03/19/2021	Sutter County Sup of Schools	01-7142	TCIP Fee 20/21		750.00
22177634	03/19/2021	Synchrony Bank/Amazon	01-4300	Barcode Scanners	77.92	
				Carabiner clips	121.20	
				Cornhold bags	81.15	
				iPad Stands	269.52	
				Office Chair	147.96	
				Quick Reference	26.84	724.59
22177635	03/19/2021	TeachersPayTeachers	01-4300	STEM Family night		50.49
22177636	03/19/2021	U-Line	01-4300	Metal Picnic Tables		8,537.42
22177637	03/19/2021	US Bank Corporate	01-4200	Books	37.82	
			01-4300	8-cube organizer	351.00	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22177637	03/19/2021	US Bank Corporate		Cardstock	42.20	
				Depper Supplies	24.05	
				FFA Scarfs	165.00	
				HC Muddox Brick	37.71	
				Ref Books	157.16	
				School Adm Publish	35.95	
			01-5200	CCEA Conf-Flight	324.95	
				CCEA Conf-Registration	499.00	
			01-5800	Zoom Mtgs	50.00	1,724.84
22177638	03/19/2021	Wheatland Smog-repair Llc	01-5600	Vehicle Repair & Svc		74.16
22177639	03/19/2021	White, Garrett	01-5800	Athletic Course		80.00
22177640	03/19/2021	WUHS Student Body	01-5800	Green Fees-RO Golf		750.00
22177641	03/19/2021	Yuba County Office of Ed	01-9501	Dec - Feb 2021 Escape Prog		2,636.56
22177727	03/26/2021	AT&T	01-5900	Communication Svc		1,278.89
22177728	03/26/2021	California Color Guard Circuit	01-5800	Virtual Show		150.00
22177729	03/26/2021	California Geological Survey School Review Unit	25-5800	Assess Geo Hazard Report		3,600.00
22177730	03/26/2021	Capitol Custom Embroidery	01-4300	Signicade Adhesive		226.53
22177731	03/26/2021	General Produce Co	13-4700	Cafeteria Food		510.90
22177732	03/26/2021	Hoblit Ford	01-6400	2020 Van Vehicle		36,014.45
22177733	03/26/2021	JW Pepper & Son Inc	01-4300	Music		59.54
22177734	03/26/2021	Office Depot	01-4300	Copy paper	55.56	
				Filing Cabinet	237.04	
				Toner Cartridges	261.01	553.61
22177735	03/26/2021	Purchase Power	01-4300	Postage Meter Svc		503.50
22177736	03/26/2021	Shadd Janitorial Supply	01-4300	Janitorial Supplies		21.28
22177737	03/26/2021	Synchrony Bank/Amazon	01-4300	Athletics Supplies	140.70	
				Principles of Business Textbooks	1,632.75	1,773.45
22177738	03/26/2021	UPS	01-5800	Partitions Return Fee		6.90
22177739	03/26/2021	US Bank Corporate	01-4300	Instruc Supplies	298.05	
				PBIS Rewards	506.49	804.54
22177740	03/26/2021	Vinyl FX	01-4300	EPD Window Decal		209.14
22177741	03/26/2021	Wheatland Smog-repair Llc	01-5600	Vehicle Repair & Svc		179.97
22177806	03/31/2021	Franchise Tax Board	Cancelled			1,185.77 *
		Cancelled on 03/29/2021				
Total Number of Checks					108	362,925.20

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 5 of 6

Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
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	Count	Amount
Cancel	1	1,185.77
Net Issue		361,739.43

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	95	303,818.73
13	Cafeteria Special Rev Fund	10	6,116.70
25	Capital Facilities Fund	5	51,804.00
Total Number of Checks		107	361,739.43
Less Unpaid Tax Liability			.00
Net (Check Amount)			361,739.43

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 6 of 6

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]
2020-2021

District: Wheatland Union High School District

Person completing this form: Mona Hood Title: Administrative Assistant

Quarterly Report Submission Date:
 (check one)

- ☐ October 2020-1st quarter-(7/1/20-9/30/20)
☐ January 2021-2nd quarter (10/1/20-12/31/20)
☒ April 2021-3rd quarter (1/1/21-3/31/21)
☐ July 2021-4th quarter (4/1/21-6/30/21)

Date for information to be reported publicly at governing board meeting: 4-21-2021
 Please check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
TOTALS	0	0	0

Print Name of District Superintendent Nicole Newman

Nicole Newman
 Signature of District Superintendent

4/1/2021
 Date

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3110(a)

TRANSFER OF FUNDS

Note: Education Code 41010 and 42600 requires districts to expend funds in accordance with the classification of expenditures included in their adopted budget and in the California School Accounting Manual. However, in certain limited circumstances, the Governing Board may approve interfund borrowing or the transfer of money between funds. The following policy may be revised to reflect district practice. The following **optional** policy may be revised to reflect district practice.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

Note: Education Code 42600 requires the district to expend funds in accordance with the classification of expenditures included in its adopted budget. However, other provisions of state law provide exceptions under which money may be transferred from one fund or account to another, as reflected in items #1-5 below.

AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 17583 which provided a process for the transfer of excess local funds in the deferred maintenance fund to any other expenditure classifications whenever state funds for deferred maintenance are insufficient to fully match local funds.

AB 97 also repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and redirects the funding for those categorical programs into the local control funding formula (LCFF) (Education Code 42238.01 42238.07). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with the goal of increasing or improving services for students who are eligible for free and reduced-price meals, English learners, and foster youth; see BP/AR 0460—Local Control and Accountability Plan and BP/AR 3100—Budget.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the **C**ounty **A**uditor. (Education Code 42600)

TRANSFER OF FUNDS (continued)*(cf. 9323.2 - Actions by the Board)*

2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

Note: Education Code 42603.1, as added by SB 98 (Ch. 23, Statutes of 2020), adds the following authorization for the temporary transfer of funds for the 2020-21 and 2021-22 fiscal years, if the state defers any payments owed to districts.

For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)

Note: Pursuant to Education Code 42601, **the district, with the approval of** the Governing Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations **incurred during that school year**, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
4. ~~Specify amounts to be transferred by the county auditor and treasurer from the district's general fund to the special reserve fund during the fiscal year.~~ If any special reserve funds **that** are maintained for ~~purposes other than~~ capital outlay or **other purposes pursuant to Education Code 42842** ~~if monies in the special reserve fund are not actually encumbered for ongoing expenses, the Board may transfer those~~

TRANSFER OF FUNDS (continued)

monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may **submit a, by** written request to the County Superintendent, **A** auditor, and **T**reasurer, **to discontinue the special reserve fund and** transfer those monies to the district's general fund. (Education Code 42841-42843)

5. Transfer monies between other funds or accounts when authorized by law.

*Legal Reference:***EDUCATION CODE**

78 Definition, governing board

5200 Districts governed by boards of education

16095 Transfer of district funds to district state school building fund

41010 California School Accounting Manual

41301 Section A state school fund allocation schedule

42125 Designated and unappropriated fund balances

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42600 District budget limitation on expenditure

42601 Transfers between funds to permit payment of obligations at close of year

42603 **Temporary** Transfer of monies held in any fund or account to another fund; repayment

42603.1 Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22

42840-42843 Special reserve fund

52616.4 Expenditures from adult education fund

*Management Resources:***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS****California School Accounting Manual****WEB SITES**

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3230(a)

FEDERAL GRANT FUNDS

Note: All grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants, are subject to the requirements contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII. **2 CCR 200.109 requires that the Uniform Guidance be reviewed every five years. Revisions to the Uniform Guidance (85 Fed. Reg. 49506), effective November 12, 2020, address the information that grant recipients are required to report, implement relevant statutory requirements, and clarify existing requirements.**

~~The Uniform Guidance, adopted in December 2014, includes new provisions but primarily consolidates guidance from earlier OMB circulars.~~

~~Pursuant to 2 CFR 200.110, the Uniform Guidance applies to all new and continuing grant awards made on or after December 26, 2014, except that, as amended by 82 Fed. Reg. 94, districts may choose to delay implementation of the new procurement standards until July 1, 2018 or such later date as may be approved in the Uniform Guidance. See the accompanying administrative regulation for optional language accepting the delayed implementation.~~

Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs. In addition to the following policy, it is recommended that districts maintain a detailed administrative regulation or procedures manual addressing the mandated components.

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

FEDERAL GRANT FUNDS (continued)

2. Accurate, current, and complete disclosure of the financial ~~and performance~~ results of each federal award or program in accordance with the reporting requirements of 2 CFR ~~200.327 and~~ 200.328 ~~and~~ **200.329**

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, **financial** obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls **s over** and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

FEDERAL GRANT FUNDS (continued)*(cf. 4131 - Staff Development)**(cf. 4231 - Staff Development)**(cf. 4331 - Staff Development)*

Note: Pursuant to 2 CFR 200.328 **and 200.329**, districts must submit **financial and** performance reports at the interval required by the awarding agency, which shall be at least annually but no more often than quarterly except in unusual circumstances. **Status reports due annually must be submitted no later than 90 calendar days after the reporting period, and reports due quarterly or semi-annually must be submitted no later than 30 calendar days after the reporting period. As amended by 85 Fed. Reg. 49506, 2 CFR 200.329 increases the time period for submitting final performance reports from 90 to 120 days after the performance end date.** The district may request an extension of the due date for any performance report for justifiable reasons.

In addition, the California Department of Education (CDE) is required under Education Code 64001 to monitor districts' compliance with legal requirements for federal categorical programs. This monitoring is accomplished through the Federal Program Monitoring process, which is based on a combination of data and document reviews and on-site visits. For further information, see the CDE's website and BP 6190 - Evaluation of the Instructional Program.

The district shall submit **financial and** performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted **within 90 no later than 120 calendar** days after the ending date of the grant. (2 CFR 200.301, 200.328, **200.329**)

*(cf. 0500 - Accountability)**(cf. 6190 - Evaluation of the Instructional Program)**Legal Reference: (see next page)*

FEDERAL GRANT FUNDS (continued)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

64001 School plan for student achievement, consolidated application programs

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200, March 17, 2016

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb/grants_does

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): <http://www.sam.gov/SAMportal/SAM/###11>

U.S. Department of Education: <http://www.ed.gov>

U.S. Government Accountability Office: <http://www.gao.gov>

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3230(a)

FEDERAL GRANT FUNDS

Note: The following administrative regulation reflects the major requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII, **as amended by 85 Fed. Reg. 49506. The Uniform Guidance** which governs the use of federal formula and discretionary grant funds awarded to districts **all grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants.** Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs.

Pursuant to Public Contract Code 20111, **as amended by SB 544 (Ch. 395, Statutes of 2017),** clarifies that districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326.

The requirements of the Uniform Guidance are extensive and are not fully covered in the following administrative regulation. It is recommended that the district expand the following regulation and/or maintain a comprehensive procedures manual which contains internal controls and grant management standards used by the district to ensure the lawful expenditure of federal funds, including, but not limited to, procedures and protocols for cash management, procurement, inventory management, allowability of expenditures, "time and effort" reporting by personnel, and record retention.

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Note: 2 CFR 200.302 **mandates** that districts develop written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. Districts may revise this section or their detailed procedures manual to reflect those requirements.

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. **He/she The Superintendent or designee** shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

FEDERAL GRANT FUNDS (continued)

Note: Pursuant to Education Code 42126, which requires the Superintendent of Public Instruction to prescribe a uniform format for district budgets, districts are required to use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board. The California Department of Education's California School Accounting Manual provides guidance regarding coding of revenues and expenditures and reflects the Uniform Guidance.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

Note: Pursuant to 2 CFR ~~200.343~~ **200.344**, any federal funds that are not obligated or paid within the appropriate timeframes must be returned to the awarding agency. Thus, districts should closely monitor spending throughout the grant cycle.

As amended by 85 Fed. Reg. 49506, 2 CFR 200.344 increases the number of days for districts to liquidate all financial obligations from 90 days to 120 days.

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than **90 120 calendar** days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, ~~200.343~~**200.344**)

Procurement

Note: ~~2 CFR 200.110, as amended by 82 Fed. Reg. 22609, authorizes districts to delay implementation of the procurement standards in the Uniform Guidance (2 CFR 200.317-200.326) until July 1, 2018 or such later date as may be approved in the Uniform Guidance. Districts that choose to delay implementation are mandated by 2 CFR 200.110 to document this decision in their procurement policies and should revise the following paragraph accordingly.~~ **Districts are required to comply with the procurement standards specified in 2 CFR 200.317-200.327 as well as state laws pertaining to bidding and procurement.**

2 CFR 200.322, as added by 85 Fed. Reg. 49506, requires districts, to the extent practicable under a federal award, to give preference to the purchase, acquisition, or use of goods, products, or materials from the United States.

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-~~200.326~~**200.327** and Appendix II of Part 200, ~~or~~ **and** with any applicable state **bidding or procurement** law or district policy that is more restrictive.

FEDERAL GRANT FUNDS (continued)

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

Note: 2 CFR 200.318 **mandates** that districts have written procedures that address all applicable laws regarding the use of federal grant funds in procurement transactions. The U.S. Department of Education's (USDOE) Questions and Answers Regarding 2 CFR Part 200 clarifies that such procedures must address issues related to the bid process (e.g., source evaluation, protests, and claims) **since 2 CFR 200.318 provides that the district is solely responsible for settlement of all contractual and administrative issues arising out of the procurement process.**

The following list reflects major requirements contained in the Uniform Guidance. Districts may revise the following list or the district's comprehensive procedures manual to include additional detail, such as a description of the documents that will be used (e.g., purchase order, requisition), staff responsibilities, and the process for soliciting and receiving bids.

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

Note: 2 CFR 200.67 **and 200.320** permits districts to establish simplified procurement procedures for "micro-purchases," as described in item #1 below. Pursuant to **2 CFR 200.320, districts are responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and district procurement procedures.** Pursuant to 2 CFR 200.320, as amended by 85 Fed. Reg. 49506, and 48 CFR 2.101, the threshold for such purchases ~~is \$3,500~~ cannot exceed \$10,000 except as otherwise specified, and will be periodically adjusted for inflation. **However, pursuant to 2 CFR 200.320, as amended, a district may be eligible to establish a micro-purchase threshold up to \$50,000 on an annual basis if the district is able to self-certify that it may do so, with documentation of one of the following criteria: (1) the district's qualification as a low-risk auditee in accordance with 2 CFR 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law. Districts may establish a threshold higher than \$50,000 with approval of the appropriate federal agency. Item #1 may be revised to reflect the threshold established by the district.**

Use of the simplified procedures requires that the district determine the price to be "reasonable." According to the USDOE's Questions and Answers Regarding 2 CFR Part 200, a documented review of web sites would meet this requirement.

As amended, 2 CFR 200.320 increases the "small purchases" limit under the Uniform Guidance (item #2 below) ~~is \$150,000~~ to \$250,000 in accordance with 48 CFR 2.101. However, the more restrictive California bid limits in Public Contract Code 20111 and district procurement policies must be applied to define the "small purchase" requirements.

Any purchases above the California bid limits ~~(see BP/AR 3311 - Bids)~~ must follow California law. **See BP/AR 3311 - Bids for more information regarding bids and bid limits.**

FEDERAL GRANT FUNDS (continued)

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold ~~specified in~~ **established by the district in accordance with** 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. **(2 CFR 200.328-200.318)**

<p>Note: 2 CFR 200.213-200.214 restricts districts from procuring goods or services from entities that have been debarred, suspended, or otherwise excluded from participation in federal assistance programs or activities. Districts may require certification of eligibility from the vendor or use the federal System for Award Management website to determine whether a particular entity has been excluded.</p>
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FEDERAL GRANT FUNDS (continued)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, **200.213-200.214**)

Note: 2 CFR 200.319 **mandates** that districts have written procedures for procurement transactions that include the following components.

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR **200.326-200.327**)

Capital Expenditures

Note: 2 CFR 200.313 and 200.439 require a district receiving federal grant funds to obtain prior written approval from the awarding agency before incurring the cost of a capital expenditure, as defined in 2 CFR 200.12 and 200.13. See AR 3512 - Equipment for further information about requirements related to equipment purchased with federal funds, including labeling, maintenance, and inventory of the equipment and continued use of the equipment after the program ceases to be supported by federal funds.

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions,

FEDERAL GRANT FUNDS (continued)

improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

Note: 2 CFR 200.318 **mandates** that districts maintain written standards of conduct covering conflicts of interest and the **performance-actions** of employees engaged in the selection, award, and administration of contracts. **The district's standards of conduct must also provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. The district should revise this section or its detailed procedures manual to reflect district practice.**

No Governing Board members, district employees, **and other** district representatives shall **not** participate in the selection, award, or administration of a contract supported by federal funds if **he/she has they have** a real or apparent conflict of interest, such as when **he/she they** or a member of **his/her their** immediate family, **his/her their** partner, or an organization which employs or is about to employ any of them has a financial **or other** interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System))

Cash Management

Note: Pursuant to 2 CFR 200.302, districts are **mandated** to develop written procedures to implement the requirements of 2 CFR 200.305.

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

FEDERAL GRANT FUNDS (continued)

Note: Pursuant to 2 CFR 200.305, a district may be paid in advance by the awarding agency if it maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement by the district as well as financial management systems that meet the standards for fund control and accountability as established in the Uniform Guidance.

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

Note: In order to charge staff compensation as an allowable expense of federal grant funds pursuant to 2 CFR 200.430, employees must document the amount of time they spend on grant activities supported by federal funds. These documents, known as "time and effort" records, are used to charge the costs of personnel compensation to federal grants. It is recommended that the district's administrative regulation reflect district practice for documenting time and effort, such as the type of documentation maintained, signature requirements, how often certifications will be completed, and review of the records by a supervisor.

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. **Such records shall be incorporated into the official records of the district and shall be subject to a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430.** (2 CFR 200.430)

Salaries and wages of employees whose salary is paid with state or local funds but are used to meet a cost-sharing or matching requirement of the federal grant shall be documented in the same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)

FEDERAL GRANT FUNDS (continued)

Records

Except as otherwise provided in 2 CFR ~~200.333~~ **200.334**, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR ~~200.333~~ **200.334**)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Note: Pursuant to 2 CFR 200.501, districts that expend \$750,000 or more in federal grant funds during a fiscal year must have a single audit conducted in accordance with 2 CFR 200.514, unless it chooses to have a program-specific audit conducted in accordance with 2 CFR 200.507. Districts that expend more than \$50 million in federal funds are subject to the requirements specified in 2 CFR 200.513. District audits are also subject to the requirements in Education Code 41020, the state Education Audit Appeal Panel's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, and the California Department of Education Audit Guide. See BP/AR 3460 - Financial Reports and Accountability for further information about audit requirements.

Pursuant to 2 CFR 200.501, districts that expend less than \$750,000 in federal grant funds per fiscal year are exempt from federal audit requirements but must make records available for review or audit by the awarding agency, the pass-through entity, and U.S. Government Accountability Office. Such districts may delete the following section.

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

FEDERAL GRANT FUNDS (continued)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

CSBA Sample Board Policy

Business and Noninstructional Operations

AR 3320(a)

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The Government Claims Act (Government Code 810-996.6) sets forth prelitigation requirements and deadlines for claims against public entities, including school districts. In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code 900-915.4 also apply to claims for breach of contract. **For any cause of action that is excepted from the Government Claims Act pursuant to Government Code 905 but has its claim presentation procedure specified in another statute or regulation, such as childhood sexual abuse-assault, a claim must be presented in accordance with that statute or regulation. For any cause of action that is excepted from the Government Claims Act pursuant to Government Code 905 but is not governed by any procedure in another statute or regulation, the district may establish its own claim presentation procedure in accordance with Government Code 935. The district should consult legal counsel as necessary if questions arise regarding the proper procedure.**

Because a district's insurance carrier or joint powers authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

~~Pursuant to Government Code 935, district claims procedures may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to a lawsuit. Failure to include such a requirement may subject the district to increased liability.~~

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Note: Pursuant to Government Code 935, ~~district claims procedures~~ **established by the district** may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to **the filing of a lawsuit against the district**. ~~Failure to include such a requirement may subject the district to increased liability.~~ **The following paragraph extends this requirement to claims filed under other statutes and may be revised to reflect district practice.**

Unless otherwise provided by law, ~~prior to filing a lawsuit against the district for money or damages,~~ **a written claim shall be filed-presented to and acted upon by the Governing Board** in accordance with ~~the following administrative regulation~~ **such procedures** prior to filing a lawsuit against the district for money or damages.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Time Limitations

Note: Items #1-4 below ~~list reflect~~ timelines for **presenting** claims **in relation to different causes of action**, pursuant to the Government Claims Act and other applicable statutes. ~~Pursuant to Government Code 935, the district's authority to adopt local claim presentation procedures for causes of action which are excepted from the Government Claims Act by Government Code 905 is not applicable to those excepted causes of action which have their claim presentation procedures specified in other statutes or regulations, such as childhood sexual abuse.~~

~~Rather, claims for childhood sexual abuse are governed by the timelines and procedures specified in Code of Civil Procedure 340.1.~~

The following time limitations apply to **the presentation of** claims **for money or damages** against the district:

- ~~3.1.~~ Claims ~~for money or damages~~ relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
- ~~4.2.~~ Claims ~~for money or damages~~ relating to any other cause of action **subject to the Government Claims Act** shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

Note: ~~Rather, e~~Claims for childhood sexual ~~abuse~~ **assault** are governed by the timelines and procedures specified in Code of Civil Procedure 340.1. **Pursuant to Code of Civil Procedure 340.1, the time limit for beginning an action for recovery of damages suffered as a result of childhood sexual assault is 22 years from the date the plaintiff attains age 18 or within five years of the date the plaintiff discovers or reasonably should have discovered that psychological injury or illness occurring after age 18 was caused by sexual assault, whichever is later. A claim may be filed on or after the plaintiff's 40th birthday only if the plaintiff files certificates of merit by an attorney and a licensed mental health practitioner selected by the plaintiff setting forth the facts which support the declaration.**

- ~~1.3.~~ Claims ~~for money or damages~~ relating to childhood sexual ~~abuse~~ **assault** ~~or any and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 and for which~~ **but are subject to a claims presentation procedure in another** a statute or regulation ~~provides a claims presentation procedure~~ shall be **filed-presented to the Board** in accordance with the applicable governing statute or regulation. (Government Code 905, ~~935~~)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Note: **Pursuant to Government Code 935, a district may establish its own procedure for the presentation of those claims which are excluded from the Government Claims Act as specified in Government Code 905 and which are not governed by any other applicable statutes or regulations. Optional item #24 below is for**

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

use by any district whose board has chosen to exercise the authority **in Government Code 935** to establish district procedures for such claims; see its own procedure for the presentation of claims which are excluded from the Government Claims Act by Government Code 905 and which are not governed by any other applicable statute or regulation. See the accompanying Board policy. **Item #2 provides six months as the time limitation for filing such claims, which is consistent with the requirement in Pursuant to Government Code 935, that the district's procedure cannot require a shorter time for presentation of a claim than the time specified in Government Code 911.2.** However, the Governing Board has the discretion to adopt a more flexible time limitation and may increase the amount of time allowed for filing such claims. If the Board adopts a more flexible time limitation, item #24 should be revised accordingly.

~~If a claimant misses a deadline for a claim required to be submitted in accordance with item #2 or #3 below, the claimant may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."~~

- 2.4. In accordance with the Governing Board's authority pursuant to Government Code 935, claims for money or damages which relate to a Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 and which are but is not governed by any other claim presentation statute or regulation shall be filed-presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. not later than six months after the accrual of the cause of action. (Government Code 905-911.2, 935)**

- 3. Claims for money or damages relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)**
- 4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)**

Receipt of Claims

A claim, ~~any amendment thereto, or an application to present a late claim~~ shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Note: Government Code 915, as amended by SB 1473 (Ch. 371, Statutes of 2020), authorizes a claim, amendment to a claim, or application for a late claim to be submitted through electronic means, if so authorized by a Board resolution. In practice, such electronic means involve online completion of a fillable form and/or transmission by email. The following paragraph may be revised to specify the electronic means authorized by the district. If the Board has not adopted a resolution authorizing electronic submission, the district should delete the following paragraph.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Pursuant to Government Code 915.4, as amended by SB 1473, if the Board authorizes electronic submission, then any notice required of the district in response to a claim, amendment, or application for a late claim must be sent to the electronic address from which the district received the claim or application, unless the claimant or applicant specified an alternative electronic address for that purpose.

Also see the sections "Notice of Claim Insufficiency," "Late Claims," and "Action on Claims" below.

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Note: In most circumstances, a district's insurance provider or JPA is responsible for claims management, including investigating, defending, and managing a district's response to a claim presented under the Government Claims Act. The following paragraph requires the Superintendent or designee to immediately forward any claims received to the district's JPA or insurance provider in order to help ensure compliance with any conditions of coverage.

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

Note: Most JPAs and insurance carriers provide a claim form. The person submitting the claim need not use the claim form provided by the district but, pursuant to Government Code 910 and 910.2, the claim must contain a signature and all the information listed below.

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.
7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

Note: Pursuant to Government Code 910.8, if a claim is found insufficient, the district must notify the claimant of the defects or omission in the claim. Government Code 915.4, as amended by SB 1473, authorizes such notice to be personally delivered or mailed or, if the Board has adopted a resolution authorizing electronic submission of claims (see section "Receipt of Claims" above), then any notice of claim insufficiency must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, ~~personally deliver or mail to the claimant, at the address stated in the claim or application,~~ **provide a notice in the manner specified in Government Code 915.4** that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

Note: Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

Note: ~~The reference to item #2 in the following paragraph should be deleted if the district has not established district procedures pursuant to Government Code 935 for claims that are specifically exempted in Government Code 905 or adopted a time limitation that is not less than one year (see the accompanying Board policy and item #2 in the section "Time Limitations" above).~~

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

~~For claims under items #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed~~ Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. **The application shall include the proposed claim and shall state the reason for the delay in presenting the claim.** (Government Code 905, 911.4, **915, 915.2**)

<p>Note: If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its agent should notify the claimant that "no action" was taken because the claim was presented late. If the Board were to state that the claim was "rejected," this would indicate that the Board had accepted the filing of the late claim and taken action to reject it.</p>
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If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 **and in the manner specified in Government Code 915.4.** (Government Code 911.8, **915.4**)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Note: Pursuant to Government Code 945.6, if the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action or fails to provide written notice rejecting the claim, the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 **and shall be provided in the manner specified in Government Code 915.4.** ~~and shall either be personally delivered or mailed to the address stated in the claim or application.~~ (Government Code 913, 915.4)

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3452(a)

STUDENT ACTIVITY FUNDS

Note: Pursuant to Education Code 48930, the Governing Board may approve the formation of associated student body organizations (ASBs), **which are composed entirely of students and are subject to the Board's control and regulation.** Generally, there are two types of ASBs. ASBs in high schools and middle schools are **called referred to as "organized ASBs"** since the students, organizing their activities around student clubs and/or a student council, have primary responsibility for the ASB, with the assistance, **oversight, and co-approval of an district-employed advisor.** In elementary schools, **the ASBs are considered to be is "unorganized"** because there is no student council and the principal or designee usually oversees the fundraising and spending decisions, with more limited involvement from the students.

~~Unlike parent teacher associations or other school connected organizations,~~ ASBs, **which are subject to the Board's control and regulation pursuant to Education Code 48930,** are legally considered part of the district. **In contrast, booster clubs, education foundations, parent-teacher associations, and other parent-run organizations operate independently of the district.** See BP /AR 1230 - School-Connected Organizations. **Districts with questions regarding the distinction between an ASB and a school-connected organization should consult legal counsel.**

The following **optional** policy may be modified to reflect district practice.

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities **beyond those provided by the district and can also while helping** students learn about effective financial practices **and develop leadership and management skills.** To that end, **the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. Student organizations** may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

(cf. 1230 - School Connected Organizations)

~~(cf. 3260 - Fees and Charges)~~

~~(cf. 5000 - Concepts and Roles)~~

~~(cf. 6145 - Extracurricular and Cocurricular Activities)~~

~~(cf. 6145.5 - Student Organizations and Equal Access)~~

Fund Raising Events Fundraising

Note: Education Code 48932 requires the Board to approve a student organization's fundraising events and to determine whether ~~such fundraising~~ activities **that are held on school property during school hours** will interfere with the normal conduct of the schools. The following paragraph provides for the Board to delegate the review and approval of ASB fundraising events to the Superintendent or designee and should be modified to reflect district practice.

STUDENT ACTIVITY FUNDS (continued)

Education Code 49431 and 49431.5 limit the number of fund-raising events and types of food that may be sold on school grounds, see BP/AR 3550 - Other Food Sales. For a list of activities that may be prohibited on school grounds because of safety concerns, see AR 5142 - Safety. **For information regarding online fundraising, see BP 3290 - Gifts, Grants and Bequests.**

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the **fund-raising fundraising** events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and **are not in do not** conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 3530 - Risk Management/Insurance)

~~*(cf. 3554 - Other Food Sales)*~~

(cf. 5030 - Student Wellness)

(cf. 5142 - Safety)

(cf. 5143 - Insurance)

Note: Education Code 49431, **49431.2**, and 49431.5 **prescribe the types of foods and beverages that may be sold on school grounds limit the number of and restrict when fundraising events that involve the sale of noncompliant foods and beverages on school grounds may occur. and types of food that may be sold on school grounds.** See BP/AR 3550 **3554 - Other Food Sales.**

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

(cf. 3554 - Other Food Sales)

Management and Reporting of Funds

Note: Education Code 48937 requires the district to provide for the supervision of all funds raised by any student body organization or student organization using the name of the school. The acceptable investment and use of such funds are detailed in Education Code 48933, 48934, and 48936. The Fiscal Crisis **& and** Management Assistance Team (FCMAT) has developed the Associated Student Body Accounting Manual, Fraud Prevention Guide and & Desk Reference, available on its web site, to outline the district's fiscal and managerial responsibilities relative to these funds.

STUDENT ACTIVITY FUNDS (continued)

Student body funds shall be managed in accordance with law, **regulations, Board policies,** and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of **fund-raising fundraising** ventures, provide reliable financial information, **protect employees and volunteers from accusations of impropriety,** and reduce the risk **and promote the detection** of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

(cf. 3400 - Management of District Assets/Accounts)

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall **monitor the budget and** periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be **expended** ~~disbursed~~ according to procedures established by the student organization. All **expenditures** ~~disbursements~~ must be approved by a Board-designated **employee or** official, the certificated employee who is the **designated** student organization advisor, and a student organization representative. (Education Code 48933)

Note: The following paragraph is optional. 5 CCR 4922 and 34 CFR 106.41 require districts to ensure that the district's athletic program provides equivalent opportunities for both sexes. The factors that districts must consider when determining whether equivalent opportunities are being provided include, but are not limited to, the provision of necessary funds, equipment, supplies, and travel allowances. See AR 6145.2 - Athletic Competition.

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

(cf. 6145.2 - Athletic Competition)

Note: Pursuant to Governmental Accounting Standards Board (GASB) Statement 84, if the district has administrative or direct financial involvement with the ASB's assets, as defined, the student activity fund may be considered a governmental fund subject to accounting and financial reporting

STUDENT ACTIVITY FUNDS (continued)

within the district's funds. FCMAT's Fiscal Alert: GASB 84 and its Impact on Associated Student Body Accounts clarifies that, under state law, the district's considerable administrative involvement in both organized and unorganized ASBs means that ASBs will typically be considered governmental activities, rather than fiduciary responsibilities of the district. As such, ASB accounts should be reported in either a special reserve fund or the general fund. For further information see GASB 84, GASB's Implementation Guide No. 2019-2, Fiduciary Activities, and FCMAT's Fiscal Alert: GASB 84 and its Impact on Associated Student Body Accounts. Districts are encouraged to consult legal counsel in the determination of whether its ASB(s) are fiduciary or nonfiduciary in order to properly report the accounts.

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

Note: Because **an the** ASB is an entity of the district, ASB funds are reviewed as part of the annual audit of the district conducted pursuant to Education Code 41020, as specified below.

The Board shall provide an annual audit of student **organization** accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

(cf. 3460 - Financial Reports and Accountability)

Legal Reference: (see next page)

STUDENT ACTIVITY FUNDS (continued)

Legal Reference:

EDUCATION CODE

35182.5 Non-nutritious foods and beverages, vending machines

35564 Funds, obligations of the student body

41020 Requirement for annual audit

48930-48938 Student body organization

49431 Sale of food and beverages, elementary school

49431.2 Sale of food, middle and high schools

49431.5 Sale of food and beverages, elementary, middle, and high schools

51520 School premise, prohibited solicitations

51521 Fund raising Fundraising projects

CODE OF REGULATIONS, TITLE 5

4922 Nondiscrimination in intramural, interscholastic, and club activities

15500 Food sales, elementary schools

15501 Food sales, middle high schools and junior high schools

CODE OF FEDERAL REGULATIONS, TITLE 34

106.41 Nondiscrimination in athletic programs

COURT DECISIONS

Prince v. Jacoby, (2002) 303 F.3d 1074

Management Resources:

FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS

Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020

Associated Student Body Accounting Manual, Fraud Prevention Guide and Desk Reference, 2001 5

GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS

Implementation Guide No. 2019-2, Fiduciary Activities, June 2019

Statement No. 84, January 2017

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Fiscal Crisis Management & Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: www.gasb.org

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3600(a)

CONSULTANTS

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

Note: Labor Code ~~2750.3~~ **2775**, as added by AB ~~§ 2257~~ (Ch. ~~296-38~~, Statutes of ~~2019-2020~~), ~~recodifies is a~~ **recodification of** the three-part "ABC" test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. ~~Although Labor Code 2750.3 does not explicitly state whether it applies to public agencies, CSBA recommends that districts adhere to its provisions.~~

~~AB 5 also amended Unemployment Insurance Code 606.5 and 621 to incorporate the three part ABC test from the Dynamex decision. Since public school employers are subject to certain provisions in the Unemployment Insurance Code, districts should apply the three part ABC test to determine a worker's eligibility for unemployment benefits.~~

Pursuant to Labor Code ~~2750.3~~ **2775**, a person is considered to be an independent contractor rather than an employee if the person (1) is free from the control and direction of the district in connection with the performance of the work, (2) performs work that is outside the usual course of providing educational services, (i.e. services provided by the person's own independent business and not services that ordinarily would be performed by district employees), and (3) is customarily engaged in an independently established trade, occupation, or business.

~~Labor Code 2750.3 establishes exceptions to the use of the three part ABC test, including (1) when a person's status as an employee or independent contractor is defined by the Labor Code, Unemployment Insurance Code, or an applicable wage order of the Industrial Welfare Commission; (2) when a court rules that the three part test cannot be applied to a particular context; or (3) when specifically exempted within Labor Code 2750.3. Under the second and third scenarios, the determination of whether a person is an employee or independent contractor is then made pursuant to the court's decision in S.G. Borello & Sons, Inc. v. Department of Industrial Relations, which made employment status a fact dependent ruling based on the extent to which the employer had a right to control the work that was being done. Tutors are potentially excepted from the three part test in Labor Code 2750.3 if they develop and teach their own curriculum, but not if they teach a curriculum created by a public school or contract with a public school through a referral company.~~

As this area of law is complex and may alter the legal and financial obligations of the district to particular workers (e.g., eligibility for workers compensation, unemployment and disability insurance benefits, and district health and welfare benefits), legal counsel should be consulted when questions arise regarding the status of those who provide services to the district for remuneration.

CONSULTANTS (continued)

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor.

A person, ~~firm, or organization~~ **providing labor or services for remuneration** shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code ~~2750.3-2775~~)

1. The person ~~or entity~~ is free from the control and direction of the district in connection with the performance of the work.
2. The person ~~or entity~~ is performing work that is outside the usual course of the district providing educational services.
3. The person ~~or entity~~ is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Note: Labor Code ~~2750.3-2775-2785~~, as added by AB 2257 and amended by AB 323 (Ch. 341, Statutes of 2020), establishes exceptions to the use of the three-part ABC test, including (1) when a person's status as an employee or independent contractor is ~~defined~~ **expressly made** by the Labor Code, Unemployment Insurance Code, or an applicable wage order of the Industrial Welfare Commission, **in which case the status remains in effect for purposes set forth in those provisions**; (2) when a court rules that the three-part test cannot be applied to a particular context; or (3) when specifically exempted **from the three-part test by** within Labor Code ~~2750.3-2776-2785~~. Under the second and third scenarios, **with the exception of exemptions pursuant to Labor Code 2779**, the determination of whether a person is an employee or independent contractor is ~~then made~~ pursuant to the court's decision in S.G. Borello & Sons, Inc. v. Department of Industrial Relations, which ~~made~~ **found** employment status **to be** a fact-dependent ruling based on the extent to which the employer had a right to control the work that was being done. **Pursuant to Labor Code 2776, the rule in Borello applies to "business-to-business" exceptions (including when a sole proprietor or business entity contracts to provide services to a public agency) when specified conditions are met. Additionally, tutors are potentially excepted from the three-part test in Labor Code 2750.3-2775 if they develop and teach their own curriculum, but not if they teach a curriculum created by a public school or contract with a public school through a referral company.**

~~Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)~~ **The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.**

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 4132/4232/4332 - Publication or Creation of Materials)

CONSULTANTS (continued)

Note: Government Code 12940, as amended by AB 3364 (Ch. 36, Statutes of 2020), changes the term "military and veteran status" to "veteran or military status."

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, **ethnicity**, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, **military and** veteran **or military** status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

Note: Pursuant to Government Code 12940, certain protections afforded to employees are extended to independent contractors; see BP/AR 4030 - Nondiscrimination in Employment. Government Code 12940 also provides that the district may be held liable for sexual harassment committed against employees by nonemployees, including independent contractors, if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

CONSULTANTS (continued)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee; definition

87302 Conflict of interest code

LABOR CODE

~~2750.3-2775-2787 ABC three part test: employees and independent contractors~~ **Worker status: employees**

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 **Employer and e**Employee defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

(10/96 12/19) 3/21

CSBA Sample

Exhibit

All Personnel

E 4112.9(a)

4212.9

EMPLOYEE NOTIFICATIONS

4312.9

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees , and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
To all employees, prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
To all employees, prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually to all employees	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually to all employees	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

E 4112.9(b)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

E 4112.9(c)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program

E 4112.9(d)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance

E 4112.9(e)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated probationary and temporary certificated employees upon employment, and to nonpermanent employees and every July thereafter in July of each school year	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal

E 4112.9(f)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
III. To Classified Employees			
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
To classified employees at At least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees at Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave

E 4112.9(g)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions
IV. To Administrative/Supervisory Personnel			
To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

E 4112.9(h)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employees returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

(3/20 5/20) 3/21

CSBA Sample

Administrative Regulation

All Personnel

AR 4161.2(a)

4261.2

PERSONAL LEAVES

4361.2

Note: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

Note: ~~As provided in the following paragraph,~~ Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state codes (e.g., Education Code, Military and Veterans Code). Districts should consult legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Note: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below and enlarge the benefits provided by law. The following two paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister

PERSONAL LEAVES (continued)

3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

Note: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in their collective bargaining agreement or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days of their accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or ~~his/her~~ **the employee's** property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

Note: **Pursuant to** Education Code 44981, ~~provides that~~ a certificated employee may use personal necessity leave for the serious illness of a member of ~~his/her~~ **the employee's** immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, ~~as amended by AB 1522 (Ch. 319, Statutes of 2014)~~, which allow the use of sick leave for the need of the employee or ~~his/her~~ family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which ~~expand~~ **include in** the definition of "family member" ~~to include~~ a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

PERSONAL LEAVES (continued)

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, or spouse/registered domestic partner; or the employee's own serious health condition.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

Note: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

Note: Items #5 and #6 are **optional** and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether **or not** a request reflects personal necessity.

Note: The following paragraph is **optional**. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in items #1-2 above and by certificated employees for the reasons specified in items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or the California Family Rights Act (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

PERSONAL LEAVES (continued)

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of **his/her the employee's** immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or where the need for leave is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

Note: Education Code 44981 and 45207 **mandate** the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to **his/her the employee's** immediate supervisor.

Legal Duties

Note: Pursuant to Education Code 44037, it is unlawful for the district or personnel commission to (1) adopt any rule, regulation, or policy that encourages employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that **he/she the employee** seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of **his/her the employee's** service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in items #1-2 below.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between **his/her the employee's** regular earnings and any amount received for jury fees. (Education Code 44037)

PERSONAL LEAVES (continued)



Note: The following **optional** paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

~~A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between his/her the employee's regular earnings and any jury fees he/she received.~~

Note: The following paragraph is **optional**. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

~~An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between his/her the employee's regular earnings and any witness fees he/she received.~~

Leaves for Crime Victims **for Judicial Proceedings**

Note: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee may be absent from work in order to attend judicial proceedings related to a crime when ~~he/she~~ **the employee** is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner of a victim, of any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

Note: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

PERSONAL LEAVES (continued)

Prior to taking time off, an employee shall give ~~his/her supervisor~~ **the Superintendent or designee** a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of ~~Domestic Violence, Sexual Assault and Stalking~~ **Crime or Abuse**

Note: Labor Code 230 and 230.1 allow employees **who are victims of domestic violence, sexual assault, or stalking** to use their available vacation, personal leave, or compensatory time off for the purposes described in items #1-5 below and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. **Pursuant to Labor Code 230.1, items #2-5 apply to districts with 25 or more employees.**

As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime.

An employee who is a victim of domestic violence, sexual assault, or stalking, **who is a victim of a crime that caused physical injury or that caused mental injury with a threat of physical injury, or whose immediate family member, as defined, is deceased as the direct result of a crime as defined by law** may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to ~~him/her~~ **the employee** ~~under the terms of his/her employment~~ to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or ~~his/her~~ **the employee's** child
2. Seek medical attention for injuries caused by ~~domestic violence, sexual assault, or stalking~~ **crime or abuse**
3. Obtain services from a domestic violence shelter, program, ~~or rape crisis center,~~ **or victim services organization or agency** as a result of ~~domestic violence, sexual assault, or stalking~~ **the crime or abuse**

PERSONAL LEAVES (continued)

4. Obtain psychological counseling **or mental health services** related to an experience of ~~domestic violence, sexual assault, or stalking~~ **crime or abuse**
5. Participate in safety planning and take other actions to increase safety from future ~~domestic violence, sexual assault, or stalking~~ **crime or abuse**, including temporary or permanent relocation

Note: Pursuant to Labor Code 230, as amended by AB 2992, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.

Prior to taking time off, an employee shall give reasonable notice to ~~his/her supervisor~~ **the Superintendent or designee**, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim ~~of domestic violence, sexual assault, or stalking~~
2. A court order protecting or separating the employee from the perpetrator of ~~an act of domestic violence, sexual assault, or stalking,~~ **the crime or abuse**, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, **victim advocate**, or counselor that the employee was undergoing treatment **or receiving services** for physical or mental injuries or abuse resulting in victimization from ~~an act of domestic violence, sexual assault, or stalking~~ **the crime or abuse**
4. **Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1**

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

PERSONAL LEAVES (continued)

Note: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify their employees of their rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, available on the web site of the Department of Industrial Relations, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form. As amended by AB 2992, Labor Code 230.1 requires the Labor Commissioner to revise the form by January 1, 2022. Until that form is revised, the district should update its form to reflect current law.

The Superintendent or designee shall inform employees of their rights pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Personal Leave for Child-Related Activities

Note: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion. ~~SB 579 (Ch. 802, Statutes of 2015) amended Labor Code 230.8 to expand the purposes of leave for child-related activities to include enrolling or reenrolling a child in a school or with a licensed child care provider and addressing a school or child care emergency, as defined.~~

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using the leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll ~~his/her~~ **a** child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:

PERSONAL LEAVES (continued)

- a. A request by the school or child care provider that the child be picked up
- b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
- c. Behavioral or discipline problems
- d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
- e. A natural disaster, including, but not limited to, fire, earthquake, or flood

(cf. 5148 - Child Care and Development)

Note: SB 579 (Ch. 802, Statutes of 2015) amended Labor Code 230.8 to expand the definition of "parent" to add a stepparent, foster parent, or person who stands in loco parentis to the child.

For purposes of this leave, *parent/guardian* includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

Note: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following **optional** paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more **parents/guardians** of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that **he/she the employee** engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission,

PERSONAL LEAVES (continued)

committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

~~Note: The following **optional** section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.~~

~~Education Code 44987 and 45210 provide that certificated and classified employees may take time off without loss of compensation to serve as elected officers of their local, statewide, or national employee organization. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.~~

~~Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)~~

~~(cf. 4140/4240/4340 - Bargaining Units)~~

~~(cf. 4143/4243 - Negotiations)~~

~~Note: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. The maximum amount of service credit an employee may earn cannot exceed 12 years. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.~~

PERSONAL LEAVES (continued)

~~Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)~~

~~When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)~~

Religious Leave

Note: The following **optional** section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

~~The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.~~

Note: The following **optional** paragraph reflects the California Supreme Court's interpretation of Article I, Section 8 of the California Constitution as stated in Rankin v. Commission on Professional Competence.

~~The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.~~

~~No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.~~

Spouse on Leave from Military Deployment

Note: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

PERSONAL LEAVES (continued)

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that **his/her the employee's** spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that **his/her the employee's** spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of **his/her the** intention to take the leave. The employee shall submit written documentation certifying that **his/her the employee's** spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

Note: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Note: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

Note: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

AR 4161.2(m)
4261.2
4361.2

PERSONAL LEAVES (continued)

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to ~~him/her~~ **the employee**, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference:

EDUCATION CODE

44036-44037 Leaves of absence for judicial and official appearances
44963 Power to grant leaves of absence (certificated)
44981 Leave of absence for personal necessity (certificated)
44985 Leave of absence due to death in immediate family (certificated)
44987 Service as officer of employee organization (certificated)
44987.3 Leave of absence to serve on certain boards, commissions, etc.
45190 Leaves of absence and vacations (classified)
45194 Bereavement leave of absence (classified)
45198 Effect of provisions authorizing leaves of absence
45207 Personal necessity (classified)
45210 Service as officer of employee organization (classified)
45240-45320 Merit system, classified employees

EVIDENCE CODE

1035.2 Sex assault counselor; definition
1037.1 Domestic violence counselor; definition

FAMILY CODE

297-297.5 Registered domestic partner rights, protections, and benefits

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations
12945.1-12945.2 California Family Rights Act

LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies
230.3 Leave for emergency personnel
230.4 Leave for volunteer firefighters
230.8 Leave to visit child's school
233 Illness of child, parent, spouse, domestic partner or domestic partner's child
234 Absence control policy
246.5 Paid sick days, purposes for use
1500-1507 Civil Air Patrol leave

Legal Reference continued: (see next page)

AR 4161.2(n)
4261.2
4361.2

PERSONAL LEAVES (continued)

Legal Reference: (continued)

MILITARY AND VETERANS CODE

395.10 *Leave when spouse on leave from military deployment*

PENAL CODE

667.5 *Violent felony, defined*

1192.7 *Serious felony, defined*

CALIFORNIA CONSTITUTION

Article I, Section 8 *Religious discrimination*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act*

UNITED STATES CODE, TITLE 42

2000d-2000d-7 *Title VII, Civil Rights Act of 1964*

COURT DECISIONS

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

Management Resources:

WEB SITES

California Department of Industrial Relations: <http://www.dir.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

(12/14 3/16) 3/21

CSBA Sample

Administrative Regulation

All Personnel

AR 4161.8(a)

4261.8

4361.8

FAMILY CARE AND MEDICAL LEAVE

Note: The following **optional** administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under **California state** law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

~~As amended by AB 1556 (Ch. 799, Statutes of 2017), Government Code 12945 and 12945.2 delete references to females with regard to pregnancy disability leave and clarify that all employees are protected against pregnancy discrimination regardless of their gender identity.~~

The district shall not deny any eligible employee the right to family care, **or** medical **leave**, ~~or pregnancy disability leave (PDL)~~ pursuant to the Family and Medical Leave Act (FMLA), **or** the California Family Rights Act (CFRA), **or leave for pregnancy disability pursuant to California Pregnancy Disability Leave (PDL).**, ~~or the Fair Employment and Housing Act (FEHA)~~ nor restrain or interfere with the employee's exercise of such right. In addition, ~~the~~ district shall not **interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district** discharge, ~~an employee or~~ discriminate **against**, or retaliate against **an employee** him/her for taking such leave, ~~or for his/her opposition to or challenge of~~ **opposing or challenging** any unlawful ~~district employment~~ practice in relation to any of these laws, ~~or for his/her involvement~~ **being involved** in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Note: Government Code 12945.2, as amended by SB 1383 (Ch. 86, Statutes of 2020), includes a child of a registered domestic partner in the definition of "child" for purposes of CFRA leave.

FAMILY CARE AND MEDICAL LEAVE (continued)

Child ~~(son or daughter)~~ means a biological, adopted, or foster child; a stepchild; a legal ward; or a **child person** to whom the employee stands in *loco parentis*; ~~as long as the child is under 18 years of age or an adult dependent child.~~ **For purposes of CFRA leave, child also includes a child of a registered domestic partner.** (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district ~~during the previous 12-month period~~ **during the 12 months immediately preceding the leave.** However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

***Eligible family member* means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)**

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Note: For purposes of CFRA leave, Government Code 12945.2, as amended by SB 1383, includes an employee's grandparent, grandchild, sibling, and registered domestic partner with a serious health condition as one for whom an employee may take family care and medical leave.
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FAMILY CARE AND MEDICAL LEAVE (continued)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or **an eligible family member of the employee** ~~his/her child, parent, or spouse,~~ that involves either **of the following inpatient care or continuing treatment, including treatment for substance abuse, as follows:** (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, **2612**; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when **formally admitted to** a health care facility ~~formally admits him/her to the facility~~ with the expectation **of** ~~that he/she will remain~~**ing** overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage ~~or~~. **For purposes of CFRA leave, spouse also includes** a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

FAMILY CARE AND MEDICAL LEAVE (continued)

Eligibility

Note: Pursuant to Government Code 12945.2 and 29 USC 2611-2612, **require** a district **is required** to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements **generally apply to all public agencies regardless of the number of employees.** ~~circumstances where the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed.~~

Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, ~~12945.6~~; 29 USC 2612; 29 CFR 825.112, **825.126, 825.127**)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for ~~the employee's child, parent, or spouse~~ **the employee's eligible family member** with a serious health condition
3. The employee's own serious health condition that makes **the employee** ~~him/her~~ unable to perform one or more essential **job** functions of ~~his/her~~ **the** position

Note: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, ~~son, daughter~~ **child**, or parent who is a military member is on covered active duty during deployment to a foreign country. **Government Code 12945.2, as amended by SB 1383, provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty.** For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, ~~or~~ parent, **or, for CFRA leave only, a registered domestic partner**, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

Note: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

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FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

Note: Leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be 12 work weeks. **However, when they do not run concurrently, an employee may be eligible for up to 12 work weeks under both CFRA and FMLA, for a total of 24 work weeks.**

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. **In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks.** (Government Code 12945.2; 29 USC 2612)

Note: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. **Whichever option is selected, it must be applied uniformly to all employees.** If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

~~**OPTION 1:** This 12-month period shall coincide with the calendar year. (29 CFR 825.200)~~

OPTION 2: This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

~~**OPTION 3:** This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)~~

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FAMILY CARE AND MEDICAL LEAVE (continued)

OPTION 4: ~~This 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)~~

Note: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. **For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.**

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

Note: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Note: **Government Code 12945.6, which limited the amount of leave related to the birth or placement of a child to a combined total of 12 work weeks when both parents work for the district, was repealed by SB 1383, thereby allowing both parents to take up to 12 work weeks of leave for this purpose. Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees. The following optional paragraph is for use by districts that choose to limit family care and medical leave related to the birth or placement of a child to a total of 12 work weeks when both parents work for the district, as authorized by Government Code 12945.2 and 12945.6. However, pursuant to 2 CCR 11088, such limit on employees' entitlement to family care and medical leave for any other qualifying purpose is prohibited.**

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks.

FAMILY CARE AND MEDICAL LEAVE (continued)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2, 12945.6; 2 CCR 11088; 29 USC 2612)

Use/Substitution of Paid Leave

Note: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave **or PDL**. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee. **The district and employee may also negotiate for the employee's use of any paid or unpaid time off instead of using the employee's CFRA leave.**

OPTION 1: ~~An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off.~~ **(Government Code 12945, 12945.2, 12945.6; 2 CCR 11044, 11092; 29 USC 2612)**

OPTION 2: ~~During the any otherwise unpaid period of PDL or any FMLA or CFRA leave, the employee may elect to use his/her accrued vacation leave, accrued sick leave, or any other paid time off negotiated with the district that the employee he/she is eligible to use. If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave.~~ **(Government Code 12945, 12945.2, 12945.6; 2 CCR 11044; 11092; 29 USC 2612)**

Note: The following paragraph is for use with either option above.

The district and employee may also ~~negotiate for the employee's~~ **come to agreement regarding the** use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

FAMILY CARE AND MEDICAL LEAVE (continued)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or ~~his/her child, parent, or spouse~~ **eligible family member** may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. **(Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)**

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Note: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.

Note: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

FAMILY CARE AND MEDICAL LEAVE (continued)

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

Note: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, **the employee he/she** must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Note: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of

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FAMILY CARE AND MEDICAL LEAVE (continued)

such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

Note: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Note: The following **optional** section is for use by districts that require an employee to submit a medical certification of the need for ~~leave along with the request for PDL or~~ family care and medical leave for ~~his/her~~ **an employee's** own serious health condition or to care for ~~a~~ **the employee's eligible family member** ~~child, parent, or spouse~~ with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all **such** employees uniformly; thus, districts using this section should request a medical certification from all **such** employees.

Districts requiring written medical certification from employees ~~who request reasonable accommodation, transfer, or disability leave because of pregnancy~~ may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR ~~11050 or 11097~~, as applicable.

Within five business days of an employee's request for family care and medical leave for ~~his/her own or his/her child's, parent's, or spouse's~~ **the** serious health condition **of the employee or an eligible family member**, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon

FAMILY CARE AND MEDICAL LEAVE (continued)

receiving the district's request, the employee shall provide the certification within 15 **calendar** days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR **11087**, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

Note: Item #3 below addresses an eligible employee's request for leave to care for ~~his/her child, parent, or spouse~~ **an eligible family member**. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. **The U.S. Department of Labor (DOL) provides a form, Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.**

3. If the employee is requesting leave to care for ~~a child, parent, or spouse~~ **an eligible family member** with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of ~~the child, parent, or spouse~~ **the eligible family member** during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the ~~child, parent, or spouse~~ **eligible family member**
4. If the employee is requesting leave because of **the employee's** ~~his/her~~ own serious health condition, a statement that due to the serious health condition, **the employee** ~~he/she~~ is unable to work at all or is unable to perform one or more essential **job** functions **of the position** ~~of his/her job~~
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from ~~requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law~~ **making a non-job related inquiry into an employee's genetic information**. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. **(Government Code 12940)**

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee ~~doubts~~ **has a good faith objective reason to doubt** the validity of a certification that accompanies a request for leave for the employee's own serious health condition, **the Superintendent or designee** ~~he/she~~ may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

Note: The following **optional** section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050 ~~or 11097, as applicable~~.

~~For PDL, the~~ Superintendent or designee shall request that **the an** employee **who is requesting PDL** provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The

FAMILY CARE AND MEDICAL LEAVE (continued)

Superintendent or designee may request certification at some later date if **the Superintendent or designee he/she** has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 **calendar** days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

~~Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit employers from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.~~

~~The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.~~

Release to Return to Work

Note: The following **optional** section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from **the employee's his/her** health provider, stating that **the employee he/she** is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, **the any** fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

FAMILY CARE AND MEDICAL LEAVE (continued)

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the **employee's** essential **job** functions **of his/her job** with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for **the employee's** **his/her** own serious health condition, the employee shall present certification from the health care provider **of the employee's ability that he/she able** to resume work. The certification shall address the employee's ability to perform the essential **job** functions of **his/her job the position**.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Rights to Reinstatement

Note: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position **upon when he/she returns** from such leave. However, such an employee has no greater right to reinstatement or other benefits than **the employee he/she** would have if **he/she had been continuously employed employment had been continuous**. In addition, in certain situations described below, the district may be relieved of the obligation to reinstate an employee. **As amended by SB 1383, Government Code 12945.2 eliminates the district's authority to deny reinstatement of a "key employee" in certain situations.**

The process for determining whether an employee is a "key employee" to whom the guarantee of reinstatement would not apply requires a detailed analysis and specific notifications to the employee. Legal counsel should be consulted if the district intends to deny leave or reinstatement.

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

- 1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.**
- 2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.**

FAMILY CARE AND MEDICAL LEAVE (continued)

3. ~~The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.~~

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

The district may ~~also~~ refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, ~~he/she~~ **the employee** shall maintain ~~his/her~~ **employee** status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

Note: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before ~~the employee~~ **he/she** took the leave. The employee shall reimburse the district for premiums paid during the leave if ~~the employee~~ **he/she** fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond ~~the employee's~~ **his/her** control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

FAMILY CARE AND MEDICAL LEAVE (continued)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

Note: The following **optional** section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. **Pursuant to Government Code 12945.2, as amended by SB 1383, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.**

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to ~~the U.S. Department of Labor's (DOL)~~ **DOL's** Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee may take all 12 weeks of ~~his/her~~ FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

~~Because CFRA does not cover similar leave, CFRA leave is not exhausted when utilizing military family leave.~~

An eligible employee may take up to 12 work weeks of unpaid FMLA/**CFRA** leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while ~~his/her~~ **the employee's** child, parent, ~~or~~ spouse, **or, for purposes of CFRA leave, registered domestic partner**, who is a military member is on covered active duty or on call to covered active duty status. (**Government Code 12945.2**; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, **for members of the Regular Armed forces**, duty during the deployment of a member of the regular Armed Forces to a foreign country ~~or~~ **and, for members of the Reserve components of the Armed forces**, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. **Deployment to a foreign county includes deployment to international waters.** (29 USC 2611; 29 CFR 825.126)

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "~~any~~ other events" agreed to by the district and the employee. As an example of such other event, DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers **and the California Department of Human Resources' Questions and Answers - Military Family Leave - FMLA** list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 **calendar** days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

AR 4161.8(r)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.

The following paragraph is **optional** and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of **his/her** accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

Note: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. **As is the case with other FMLA leaves, only districts that employ at least 50 employees within 75 miles of the worksite where the employee requesting the leave is employed are required to grant the military caregiver leave; see the section entitled "Eligibility" above.** According to DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, **son, daughter child**, parent, or

FAMILY CARE AND MEDICAL LEAVE (continued)

next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Note: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "~~son or daughter~~ **child**," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

~~Son or daughter~~ **Child** of a covered servicemember means the **covered servicemember's** biological, adopted, or foster child, stepchild, legal ward, or ~~a child of any age~~ for whom the covered servicemember stood in *loco parentis*, **and who is of any age.** (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, **other than the spouse, parent, son, or daughter or child, unless** ~~or as~~ designated in writing by the covered servicemember. (29 USC 2611, 2612; **29 CFR 825.127**)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Note: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for *veterans*, as provided below. Pursuant to 29 CFR 825.127, one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to qualify as a "serious injury or illness" for the purpose of this leave.

FAMILY CARE AND MEDICAL LEAVE (continued)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered **the servicemember** ~~him/her~~ unable to perform the duties of **the servicemember's** ~~his/her~~ office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to **the servicemember's** ~~his/her~~ military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

Note: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 **and 825.303** requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

Note: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

AR 4161.8(u)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

The following paragraph is **optional**. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

Note: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other **family care and medical** leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of **his/her** accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

Note: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

FAMILY CARE AND MEDICAL LEAVE (continued)

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

Note: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following **optional** paragraph is for use by districts that require employees to provide advance notice.

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)

(cf. 4112.9/4212.9/4312.9 - *Employee Notifications*)

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Item #3b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- ~~e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial~~
- f.e.** The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g.f.** The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of **his/her** receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

- 4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

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4261.8
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FAMILY CARE AND MEDICAL LEAVE (continued)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

Note: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

Note: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference: (see next page)

FAMILY CARE AND MEDICAL LEAVE (continued)

Legal Reference:

EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE

297-297.5 Rights, protections, and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

12926 Fair employment and housing act, definitions

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

12945.6 Parental leave

12946 Fair Employment and Housing Act: discrimination prohibited

UNEMPLOYMENT INSURANCE CODE

3300-3308 Paid family leave

CODE OF REGULATIONS, TITLE 2

11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions

11087-110978 California Family Rights Act

UNITED STATES CODE, TITLE 1

7 Definition of marriage **and spouse**

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

COURT DECISIONS

United States v. Windsor, (201**23**) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, Form WH-380-F

~~Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers~~

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES PUBLICATIONS

Questions and Answers - Military Family Leave - FMLA

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Human Resources: <https://www.calhr.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

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Policy Reference UPDATE Service

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CSBA Sample

Board Policy

Instruction

BP 6142.8(a)

COMPREHENSIVE HEALTH EDUCATION

Note: The following **optional** policy may be revised to reflect district practice.

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 supports the **physical, mental, and social** well-being of students and is linked to district and community services and resources.

(cf. 0415 - Equity)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3514 - Environmental Safety)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3554 - Other Food Sales)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

(cf. 5137 - Positive School Climate)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 5141.6 - School Health Services)

(cf. 5141.7 - Sun Safety)

(cf. 5142 - Safety)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.2 - Guidance/Counseling Services)

Note: **The federal Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (42 USC 1758b)** requires each district participating in the National School Lunch program (42 USC 1751-1769j) or any program in the Child Nutrition Act of 1966, **including the School Breakfast Program (42 USC 1771-1791-1793), including the School Breakfast Program,** to adopt a districtwide school wellness policy which includes goals for nutrition **promotion and education, education and physical activity, and other school-based activities that promote student wellness education.** See BP 5030 - Student Wellness for language fulfilling this mandate.

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, and physical activity, and other school-based activities that promote student well-being.**

COMPREHENSIVE HEALTH EDUCATION (continued)

(cf. 0200 - Goals for the School District)

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

Note: The following **optional** paragraph should be revised as necessary to reflect grade levels offered by the district. Education Code 51210 requires that the adopted course of study for grades 1-6 include instruction in health, including instruction in the principles and practices of individual, family, and community health. Education Code 51202 requires that certain health-related topics be addressed at the appropriate elementary and secondary grade levels and in appropriate subject areas, as determined by the district.

Education Code 51934 requires that **students be districts provide comprehensive sexual health education and HIV/AIDS prevention instruction, at least once in middle school or junior high school and at least once in high school, by instructors trained in the appropriate courses. Education Code 51934 also authorizes, but does not require, districts to provide age-appropriate comprehensive sexual health education prior to grade 7 on any of the topics specified in Education Code 51934.** See AR 6143 - Courses of Study and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

Additionally, Education Code 51900.6 authorizes districts to provide age-appropriate instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention pursuant to content standards developed by the State Board of Education (SBE), provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. SBE has not yet adopted content standards regarding sexual abuse and sexual assault awareness and prevention. Also see BP 5141.4 - Child Abuse Prevention and Reporting.

The Health Education Framework for California Public Schools, Kindergarten through Grade Twelve provides nonprescriptive instructional guidance and support to California teachers, administrators, curriculum specialists, other educators, and school boards for implementation of the voluntary health education standards, which include the following six content areas: nutrition and physical activity; growth, development, and sexual health; injury prevention and safety; alcohol, tobacco, and other drugs; mental, emotional, and social health; and personal and community health.

In March 2008, the State Board of Education adopted voluntary content standards for health education as required by Education Code 51210.8; see the accompanying administrative regulation. The state's Health Framework for California Public Schools, provides nonprescriptive guidance on the scope and sequence of the health curriculum.

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.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6143 - Courses of Study)

COMPREHENSIVE HEALTH EDUCATION (continued)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 51890 defines a "comprehensive health education program" as one that includes community participation in the **teaching of health, including** classroom **participation by practicing professional health and safety personnel in the community**. Education Code 51891 defines "community participation" as **active including** participation **in the planning, implementation, and evaluation of comprehensive health education** by parents/guardians, practicing health care and public safety personnel, and public and private health care and service agencies **in the planning, implementation, and evaluation of the program**.

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.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1240 - Volunteer Assistance)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 6020 - Parent Involvement)

(cf. 6145.8 - Assemblies and Special Events)

(cf. 6162.8 - Research)

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.

(cf. 4131 - Staff Development)

Note: The following **optional** paragraph should be revised to reflect indicators agreed upon by the Governing Board and Superintendent for evaluating the district's health education program.

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, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.**

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)

Legal Reference:

EDUCATION CODE

8850.5 Family relationships and parenting education

35183.5 Sun protection

49413 First aid **and cardiopulmonary resuscitation** training

49430-49434 Pupil Nutrition, Health and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and dangerous drugs

51210 Areas of study; **grades 1-6**

51210.8 State content standards for health education

51220.5 Parenting skills; areas of instruction

51225.36 Sexual harassment and violence instruction; affirmative consent standard

51225.6 Compression-only cardiopulmonary resuscitation instruction

51260-51269 Drug education

51513 Personal beliefs; **exams, questionnaires, and surveys**

51880-51881.5 Health education, legislative findings and intent

51890-51891 Comprehensive health education programs **and community participation; definitions**

51900.6 Sexual abuse and sexual assault awareness and prevention

51913 District health education plan

51920 Inservice training, health education

51930-51939 **California Healthy Youth Act**; Comprehensive sexual health and HIV/AIDS prevention education

67386 Affirmative consent; definition

CALIFORNIA CODE OF REGULATIONS, TITLE 5

11800-11801 District health education plan

UNITED STATES CODE, TITLE 42

1751-1769j National School Lunch Program, **especially:**

1758b Local wellness policy

1771-1793 Child nutrition programs, including National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019

The Impact of Marijuana Legalization on K-12: The Effect of Marijuana on the Brain, November 2018

Preventing Catastrophic Health Illness, Governance Brief, July 2018

Integrating Physical Activity into the School Day, April 2016

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, August 2014

Asthma Management in the Schools, Policy Brief, March 2008

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies Student

Wellness Policy Implementation Monitoring Report and Guide, 2007-2012

Physical Education and California Schools, Policy Brief, rev. October 2007

Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, March 2007 November 2008

Asthma Management in the Schools, Policy Brief, March 2008

Management Resources continued: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)

Management Resources: (continued)

CSBA PUBLICATIONS (continued)

Sun Safety in Schools, Policy Brief, July 2006

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS

National Health Education Standards: Achieving Excellence, 2007-rev. November 2012

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Education Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003 2019

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

CSBA: <http://www.csba.org>

American Association for Health Education: <http://www.aahperd.org>

American School Health Association: <http://www.ashaweb.org>

California Association of School Health Educators: <http://www.cashe.org>

California Department of Education, Health Education: <http://www.cde.ca.gov/ci/he>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Subject Matter Project, Physical Education-Health Project: <https://csmp.online>
<http://csmp.ucop.edu/cehp>

Center for Injury Prevention Policy and Practice: <http://www.cipp.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Human Rights Campaign Foundation: <https://www.hrc.org/>

National Center for Health Education: <http://www.nche.org>

National Hearing Conservation Association: <http://www.hearingconservation.org>

Shape America Association for Society of Health and Physical Education: <http://www.aahperd.org> <https://www.shapeamerica.org>

CSBA Sample Administrative Regulation

Instruction

AR 6142.8(a)

COMPREHENSIVE HEALTH EDUCATION

Content of Instruction

Note: Items #1-6 below reflect six content areas delineated in the voluntary content standards for health education adopted by the State Board of Education (SBE) in March 2008. The district may revise the following list to reflect the topics to be addressed in the district's program.

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

Note: Education Code 51934 requires that districts provide comprehensive sexual health education and HIV prevention instruction, at least once in middle school or junior high school and at least once in high school, by instructors trained in the appropriate courses. Education Code 51934 also authorizes, but does not require, districts to provide age-appropriate comprehensive sexual health education prior to grade 7 on any of the topics specified in Education Code 51934. See AR 6143 - Courses of Study and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

Education Code 51900.6 authorizes districts to provide age-appropriate instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention pursuant to content standards developed by SBE, provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. SBE has not yet adopted content standards regarding sexual abuse and sexual assault awareness and prevention. Also see BP 5141.4 - Child Abuse Prevention and Reporting.

2. Human growth, development, and sexual health

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention ~~Instruction Education~~)

Note: The **optional** paragraph under item #3 below includes examples of topics that are addressed in the state content standards within the content area of injury prevention and safety. ~~In addition, pursuant to Education Code 51940, districts may, on a voluntary basis, use curricula distributed by the California Healthy Kids Resource Center that focuses on prevention of brain and spinal cord injuries.~~

3. Injury prevention and safety

COMPREHENSIVE HEALTH EDUCATION (continued)

Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, ~~prevention of brain and spinal cord injuries,~~ violence prevention, topics related to bullying and harassment, **emergency procedures,** and Internet safety.

(cf. 0450 - Comprehensive Safety Plan)
 (cf. 3516 - Emergencies and Disaster Preparedness Plan)
 (cf. 3543 - Transportation Safety and Emergencies)
 (cf. 5131 - Conduct)
 (cf. 5138 - Conflict Resolution/Peer Mediation)
 (cf. 5141 - Health Care and Emergencies)
 (cf. 5142 - Safety)
 (cf. 5145.3 - Nondiscrimination/Harassment)
 (cf. 5145.7 - Sexual Harassment)
 (cf. 5145.9 - Hate-Motivated Behavior)
 (cf. 6145.2 - Athletic Competition)
 (cf. 6163.4 - Student Use of Technology)

4. Mental, emotional, and social health

(cf. 5137 - Positive School Climate)
 (cf. 5141.5 - Mental Health)
 (cf. 5141.52 - Suicide Prevention)

5. Nutrition and physical activity

(cf. 3550 - Food Service/Child Nutrition Program)
 (cf. 5030 - Student Wellness)
 (cf. 6142.7 - Physical Education and Activity)

Note: The **optional** paragraph under item #6 below includes examples of topics that are addressed in the state content standards within the content area of personal and community health.

6. Personal and community health

Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, **vision and** hearing protection, transmission of germs and communicable diseases, symptoms of common health problems and chronic diseases ~~such as asthma and diabetes, emergency procedures,~~ and the effect of behavior on the environment.

~~(cf. 3516 - Emergencies and Disaster Preparedness Plan)~~
~~(cf. 5141 - Health Care and Emergencies)~~
 (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
 (cf. 5141.22 - Infectious Diseases)
 (cf. 5141.23 - Asthma Management)
 (cf. 5141.7 - Sun Safety)

COMPREHENSIVE HEALTH EDUCATION (continued)

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6142.5 - Environmental Education)

Note: Items #1-6 below combine eight "overarching standards" described in the state content standards as essential concepts and skills to be taught to students.

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health
2. The ability to analyze internal and external influences that affect health
3. The ability to access and analyze health information, products, and services

(cf. 5141.6 - School Health Services)

4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health
5. The ability to practice behaviors that reduce risk and promote health
6. The ability to promote and support personal, family, and community health

High School Health Education

~~Note: The following section is for use by districts that serve students in grades 9-12 and require a course in health education as a requirement for graduation from high school. Pursuant to Education Code 51225.36, districts that require a course in health education for graduation from high school must include instruction in sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. In addition, pursuant to Education Code 51225.6, districts that require a course in health education for graduation from high school must include instruction in performing compression-only cardiopulmonary resuscitation, as specified.~~

~~Whenever the Board requires a course in health education for graduation from high school, the district's high school health education course(s) shall include instruction in:~~

- ~~1. Sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. When delivering such instruction, teachers shall consult information related to sexual harassment and violence in the Health Education Framework for California Public Schools. (Education Code 51225.36)~~

COMPREHENSIVE HEALTH EDUCATION (continued)

2. ~~Compression-only cardiopulmonary resuscitation (CPR), which is based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR and includes instruction relative to the psychomotor skills necessary to perform compression-only CPR. (Education Code 51225.6)~~

(cf. 6146.1 - High School Graduation Requirements)

Exemption Students Excused from Health Instruction

Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with his/her the student's religious training and beliefs, including personal moral convictions. (Education Code 51240)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Note: Pursuant to Education Code 51938, a student's parent/guardian has the right to excuse the student from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The district may not require active parental consent ("opt-in") for such purpose. The district's notice to parents/guardians regarding planned instruction for the school year in the area of comprehensive sexual health education and HIV prevention education must include notification of the right to excuse a student from such education by written request to the district. See BP/E 5145.6 - Parental Notifications and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

The district shall excuse a student from instruction in comprehensive sexual health education and HIV prevention education if the student's parent/guardian requests in writing that the student be excused. (Education Code 51938)

(cf. 5145.6 - Parental Notifications)

(cf. 6145.8 - Assemblies and Special Events)

Note: Pursuant to Education Code 51900.6, districts that provide instruction in sexual abuse and sexual assault awareness and prevention are required to excuse students whose parent/guardian has made a written request. The following paragraph is for districts that provide instruction in sexual abuse and/or sexual assault awareness and prevention.

In addition, the district shall excuse a student from instruction in sexual abuse and/or sexual assault awareness and prevention if the student's parent/guardian requests in writing that the student be excused. (Education Code 51900.6)

Note: Pursuant to Education Code 51513, districts may not administer exams, surveys, or questionnaires containing questions about a student's or his/her a student's family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian is notified in writing of such administration and has provided prior written consent. See AR 5022 - Student and Family Privacy Rights.

COMPREHENSIVE HEALTH EDUCATION (continued)

The district shall not administer any exam, survey, or questionnaire which contains questions about the student's or the student's family's personal beliefs or practices in sex, family life, morality, or religion unless the student's parent/guardian has given written permission. Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with his/her religious training and beliefs, including personal moral convictions. (Education Code 51240-51513)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

Note: Notwithstanding Education Code 51513, Education Code 51938 authorizes anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks, including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex, to students in grades 7-12. Parents/guardians have the right to excuse their child from such research and evaluations through a passive ("opt-out") process and may not be required to provide active ("opt-in") consent. The district is required to notify parents/guardians of the test, questionnaire, or survey to be administered, given the opportunity to review such research or evaluation tool, and notified of their right to excuse their child by making such request in writing to the district. The following paragraph is for use by districts that serve students in any of grades 7-12 and should be deleted by districts that do not serve such students.

However, the district may administer anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex, as long as parents/guardians are notified of the right to request in writing that the student be excused from participation. A student shall be excused from participating in any such research or evaluation tools if the student's parent/guardian requests in writing to excuse the student from participation. (Education Code 51938)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

(cf. 6145.8 - Assemblies and Special Events)

Students so excused shall be given an alternative educational activity.

Involvement of Health Professionals

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

COMPREHENSIVE HEALTH EDUCATION (continued)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative
2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs **if the activities are conducted in compliance with the statutory, regulatory, and programmatic guidelines applicable to those programs.**

(cf. 1325 - Advertising and Promotion)

WHEATLAND UNION HIGH SCHOOL DISTRICT
2020-2021 CONTRACTS FOR SERVICES AND MATERIALS
LISTING FOR BOARD REVIEW AND APPROVAL

The Board shall review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)

The Board of Trustees recognizes its fiduciary responsibility to oversee the prudent expenditure of district funds. In order to best serve district interests, the Superintendent or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the district received maximum value for items purchased. He or she shall ensure that records of expenditures and purchases are maintained in accordance with the law. (BP 3300)

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs, and trade-in values shall be considered when determining the most economical purchase price. When price, fitness, and quality are equal, recycled products shall be preferred when procuring materials for use in district schools and buildings. (BP 3300)

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. In order to eliminate the processing of numerous small purchase orders, the Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor. He/she shall ensure that the "open" purchase order system details a maximum purchase amount, the types of items that can be purchased under this order, the individuals authorized to approve purchases, and the expiration date of the "open" order. (BP 3300)

CONTRACTS				
CONTRACT NO. / PROJECT NO.	CONTRACTOR	AMOUNT	SERVICES OR MATERIALS	BOARD APPROVAL/ RATIFICATION DATE
21-001	Clayton A Titus, Inc.	\$ 68,100	Portable buildings relocation project	
21-002	Novato Unified School District	\$ 6	Purchase (6) used portables	
21-003	King Consulting	\$ 2,900	Developer Fee Justification Study	
21-004	King Consulting	\$185 per hour Not to exceed 50 hrs	Facility Master Plan	
21-005	King Consulting	\$185 per hour	Consulting services to establish new construction and modernization eligibility	



Trustee Area Proposal

Prepared for:

Wheatland Union High School District

Attention:

Nicole Newman

Superintendent

Email: nnewman@wheatlandhigh.org

Phone: 530.633.3100 ext. 101

Primary Contact:

Jamie Iseman

President

Email: jamie@kinginc.com

Phone: 916.706.3538

Scope of Service

This document represents an agreement between **Wheatland Union High School District**, herein referred to as the Client, and **King Consulting**, herein referred to as the Contractor.

For the compensation stipulated, the Contractor shall provide the following services:

1. Hold two separate public hearings to receive input on the criteria to consider when updating Trustee Areas, as well as public input on potential composition of the Trustee Areas.
2. Prepare at least three Trustee Area options, including detailed analysis of how they meet the agreed upon criteria, to be posted on the Client's website.
3. Present the Trustee Area options to the ECS School Board, and immediately following, hold the first of two public hearings to receive community input on the maps.
4. Hold a second public hearing to receive community input on the proposed maps.
5. Amend one or more of the Trustee Area options based on public and Board feedback or develop additional options if needed.
6. Present the final Trustee Area options to the ECS School Board for final decision to adopt updated Trustee Areas for the 2022 Board election.



Consulting Fees

For the services outlined the Client shall pay King Consulting on a time and material basis at the hourly rate of \$185.00, not to exceed 90 hours (\$16,650). King Consulting will bill the Client in increments of 15 minutes, and invoice on a monthly basis. The fees shall cover all normal business expenses incurred on behalf of the Client. Necessary visitations to the District by the Consultant will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval from the District.

The Client shall be responsible for reviewing and verifying all data included in documents, forms and reports prepared by the Contractor on behalf of the Client. The Client shall be responsible for meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports.

The terms of this agreement shall remain in force unless mutually amended. This agreement may be terminated by either party upon 30 days written notice.

Additional Considerations

Reproduction of documents shall be the responsibility of the Client. If the Client chooses, the Consultant will provide duplicating services on an actual cost basis.

Submitted by:

Jamie Iseman, President
King Consulting

Authorized Signature
Date:

Accepted by:

Nicole Newman, Superintendent
Wheatland Union High School
District

Authorized Signature
Date:

Wheatland Un HSD | BP 1325 Community Relations

Advertising and Promotion

The Board of Trustees establishes this policy to ensure effective and consistent standards for advertisements and promotions by nonschool groups in school-sponsored publications, on district and school web sites and social media, and on school facilities and grounds. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 1330 - Use of School Facilities)

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6145.5 - Student Organizations and Equal Access)

Limited Public Forum

The Board desires to promote positive relationships between district schools and the community in order to enhance community partnerships, support, and involvement in the schools. The Superintendent or designee may, consistent with the criteria established in this policy, approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6162.8 - Research)

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

(cf. 1700 - Relations Between Private Industry and the Schools)

3. Paid advertisements on school property, including, but not limited to, advertisements on school buildings, athletic fields, scoreboards, and billboards

4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media

5. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.11 - Supplementary Instructional Materials)

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that the district or school does not endorse any advertised products or services.

Criteria for Approval

The Superintendent, principal, or designee shall not accept for distribution, or allow on school property, any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools
3. Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act

(cf. 1160 - Political Processes)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

4. Contain prayer or proselytizing language
5. Position the district on any side of a controversial issue
6. Discriminate against, attack, or denigrate any group on account of any unlawful consideration

(cf. 6144 - Controversial Issues)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

7. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for children. **This shall not prohibit an advertisement from including the legal name of a full-service restaurant which is licensed to provide service to all age customers, that includes a generic reference to a category of alcoholic beverage lawfully sold to adults.**

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

8. Promote during the school day any food or beverage that does not comply with state nutritional standards pursuant to Education Code 49430-49434, including a corporate incentive program that offers free or discounted foods or beverages that do not meet nutritional standards as rewards for students who reach certain academic goals. This prohibition does not include advertising on clothing with brand images worn on school grounds, advertising contained in product packaging, or advertising of infrequent school fundraising events involving food or beverages that do not meet the nutritional standards. (Education Code 49431.9)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

9. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

(cf. 1321 - Solicitation of Funds from and by Students)

10. Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee may also consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

(cf. 0000 - Vision)

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

Legal Reference:

EDUCATION CODE

7050-7058 Political activities of school officers and employees

35160 Authority of governing boards

35160.1 Broad authority of school districts

35172 Promotional activities

38130-38139 Civic Center Act

49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:

49431.9 Advertisement of non-nutritious foods

BUSINESS AND PROFESSIONS CODE

25664 Advertisements encouraging minors to drink

CALIFORNIA CONSTITUTION

Article 1, Section 2 Free speech rights

U.S. CONSTITUTION

Amendment 1, Freedom of speech and expression

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program

1773 School Breakfast Program

COURT CASES

Hills v. Scottsdale Unified School District, (2003) 329 F.3d 1044

DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958

Yeo v. Town of Lexington, (1997) 131 F.3d 241

Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856

Bright v. Los Angeles Unified School District, (1976) 18 Cal. 3d 450

Lehman v. Shaker Heights, (1974) 418 U.S. 298

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Policy WHEATLAND UNION HIGH SCHOOL DISTRICT

adopted: _____, 2021 Wheatland, California

**Initial Bargaining Proposal for Sunshine
Between the District and the California School Employees
Association,
Chapter #353 for Successor Agreement**

The Wheatland Union High School District (District) recommends acceptance of the California School Employees Association, Chapter #353 (CSEA) initial proposal for sunshine at the special board meeting on April 21, 2021 and hereby submits its initial proposal for a successor collective bargaining agreement beginning with the 2021/2022 school year.

The District's overarching and common interests in a successor agreement are:

1. Update language consistent with changes in applicable law.
2. Update language to meet the needs of our students, the District, and staff.
3. Reviewing additional contract articles and memorandums of understanding that may have become obsolete, need updating, or could be eliminated or incorporated into the collective bargaining agreement.

Article IV – Organizational Rights

Update language to ensure compliance with recent changes in the law, including onboarding new employees, providing employee information to CSEA, and eliminating service fees.

Article VIII – Pay and Allowances

Discuss classified unit members' regular rate of pay.

Article X – Holidays

Clarify the Christmas Eve Holiday and the process for determining the "Floating Holiday".

Article XI – Evaluations

Modify the evaluation process, including the information that can form the basis of evaluations.

XVII – Health and Welfare Benefits

Update language to ensure consistency with current health and welfare benefits - remove language that is no longer applicable.

Article XXV – Terms

Modify the term of collective bargaining agreement.

The District agrees that all agreements reached on individual items are tentative, subject to final tentative agreement on the contract and acknowledges that until a final agreement is reached, the existing contract language shall remain in full effect.

The District also reserves the right to create, add to, delete from, and modify its proposals during the negotiations process.

WHEATLAND UNION HIGH SCHOOL DISTRICT
2020-2021 CONTRACTS FOR SERVICES AND MATERIALS
LISTING FOR BOARD REVIEW - INFORMATION ONLY

The Board shall review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)

The Board of Trustees recognizes its fiduciary responsibility to oversee the prudent expenditure of district funds. In order to best serve district interests, the Superintendent or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the district received maximum value for items purchased. He or she shall ensure that records of expenditures and purchases are maintained in accordance with the law. (BP 3300)

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs, and trade-in values shall be considered when determining the most economical purchase price. When price, fitness, and quality are equal, recycled products shall be preferred when procuring materials for use in district schools and buildings. (BP 3300)

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. In order to eliminate the processing of numerous small purchase orders, the Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor. He/she shall ensure that the "open" purchase order system details a maximum purchase amount, the types of items that can be purchased under this order, the individuals authorized to approve purchases, and the expiration date of the "open" order. (BP 3300)

CONTRACTS				
CONTRACT NO. / PROJECT NO.	CONTRACTOR	AMOUNT	SERVICES OR MATERIALS	BOARD APPROVAL/ RATIFICATION DATE
21-006	King Consulting	\$185 per hour Not to exceed 90 hrs	Completion of Trustee Area Proposal	



Wheatland Union High School District

1010 Wheatland Rd., Wheatland, CA 95692 | PH (530) 633-3100 | www.wheatlandhigh.net

CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

Contract Number:	20-001
Project Name:	Portables Relocation Project

The "District" (hereinafter referred to as the District), a political subdivision of the State of California, has a need for special services of which the Independent Contractor named below (hereinafter referred to as the "Contractor") is specially trained, experienced, expert and competent to perform such special services.

Independent Contractor: **Clayton A. Titus, Inc.**
2529 Angelo

PO Box 690640

Stockton, CA 95269

Social Security / Taxpayer ID No.:

Contractor's License No:

Email Contact:

921278

claytitus@comcast.net

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Scope of Services: Contractor shall provide to District special services as described herein.

SITE	SCOPE OF WORK
Wheatland High School	<p>Relocation of 6 – Classroom Portables from the Novato Unified High School District (Novato, CA) to Wheatland Union High School District (Wheatland, CA) in early June, 2021.</p> <p>Includes:</p> <p>Disassemble, relocate, and reinstall 6 - 24 x 40 classrooms.</p> <p>Install using new wood foundations and skirting per original manufacturers drawings.</p> <p>Includes reseam of carpet as well as possible. Includes transport permits and fees.</p> <p>Does not include:</p> <p>Sitework, low voltage and utility disconnect or reconnect, DSA upgrades, crane charges, or unforeseen conditions. Does not include closures between buildings, painting, or building improvements.</p>

Duties of Parties

"Wheatland Union High School District" agrees to:

- A. Provide technical assistance in the development of policies and procedures consistent with those of the District.
- B. Have the educational staff meet with the contractor as needed to review ongoing administrative and service issues.
- C. Provide immediate updates on changes in laws and regulations related to District policies and procedures.
- D. Provide meeting space for Contractor specific to prescribed services.

"Contractor" agrees to:

- A. Provide proof of State certification (if required for the field/industry) and description of approved services and fee with District.
- B. Provide appropriate related services specific to assignment.

Compensation and Billing

District shall pay to Contractor as compensation for all services performed by Contractor pursuant to this contract, a sum **not to exceed a maximum of \$68,100.00**. It is agreed that this amount includes all costs and expenses, including travel expenses, mileage, per diem, etc. Said sum may be exceeded only upon the express written consent of the District. Contractor shall submit to District, on a monthly basis or at the completion of the services rendered, as specified by District, a detailed invoice of services performed and reimbursable expenses incurred.

Term of Contract

This Contract **shall commence on 6/7/2021 and shall be completed by 8/6/2021** unless said work is completed on a date prior thereto or unless terminated earlier as provided herein. Contractor shall work with the District and/or the District's architect for scheduling. Upon mutual consent, contract term may be extended. The Contractor agrees the contract time is reasonable.

Termination of Contract for Convenience of Either Party

Either party may terminate this contract at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

Termination of Contract for Cause

If Contractor fails to perform its duties to the satisfaction of District, or, if Contractor fails to fulfill in a timely and professional manner its obligations under this contract, or if Contractor shall violate any of the terms or provisions of this contract, then District shall have the right to terminate this contract effective immediately upon the District giving written notice thereof to Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination.

Entire Agreement and Modification

This contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this contract and no others.

Non-Assignment of Contract

Inasmuch as this contract is intended to secure the specialized services of Contractor, any assignment, transfer, delegation, or sublet without the District's prior written consent shall be considered null and void.

Covenant

This contract has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Yuba County and venue for any action, or proceeding, arise out of, or in connection with this contract shall be in Yuba County.

Enforceability

If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Relationship of Parties

Contractor shall, during the entire term of this contract, be construed to be an independent contractor, and nothing in this contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this contract; provided, however, that the services to be provided by contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that its personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance, or for membership in any District retirement program or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a District employee.

Withholding for Non-Resident Contractor

Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7.25 percent state income tax withholding. Withholding is required if the total yearly payments made under this Contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and District is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

Warranty of Contractor

Contractor warrants that it, and each of the personnel employed or otherwise retained by contractor, are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

Actions

It is agreed that any breach of this contract by the Contractor shall entitle District to apply to any court of competent jurisdiction to enjoin any violation, threatened or actual, of this contract.

Indemnification

Contractor shall defend, indemnify and save harmless District, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the contractor or its agents or employees or other independent contractors directly responsible to it; except those claims resulting solely from the negligence or willful misconduct of District.

Insurance

Contractor shall obtain and maintain insurance coverage as specified below for the entire term of the Contract. All insurance required herein shall be provided by a company authorized to do business in the State of California and said company must possess at least a Best A:VII rating, or as may otherwise be acceptable to District.

Contractor shall furnish District with evidence of insurance, including certificates of insurance and endorsements, as provided below, prior to commencing work under the Contract. If necessary, the endorsements shall show District as an "additional named insured." The endorsements shall provide thirty (30) days advance notice to District of any termination or reduction in coverage.

Contractor's insurance coverage, whether primary or excess, shall be primary insurance as respects District. Any other insurance or self-insurance maintained by District shall be in excess of Contractor's insurance and shall not be called upon to contribute with it.

Maintenance of proper insurance coverage is a material element of this Contract. If Contractor fails to maintain or renew coverage or to provide evidence of insurance coverage or renewal, District may treat such failure as a material breach of this Contract. Lack of insurance does not negate Contractor's obligations under the Contract.

A. **General Liability:** Contractor shall obtain and maintain, for the entire term of the Contract, comprehensive or commercial general liability insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00), which covers all the work and services to be performed by Contractor under the terms of this Contract. Said policy shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis. District shall be named as an additional insured on the comprehensive or commercial general liability policy. If Contractor employs subcontractors, they shall also be named as additional insured's under the policy.

B. **Automobile Liability:** Where the work or services to be provided under this Contract involve or require the use of any type of vehicle by Contractor's officers, agents, employees, volunteers,

contractors or subcontractors in order to perform said work or services, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00). Said policies shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis.

C. Workers' Compensation: Contractor shall be insured against liability for workers' compensation, to the extent required by California law.

D. Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of One Million and No/100 Dollars (\$1,000,000.00).

Notices

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by First class Mail as follows:

NOTICE TO:

Wheatland Union High School District
1010 Wheatland Road
Wheatland, CA 95692

NOTICE TO CONTRACTOR

Clayton A. Titus, Inc.
PO Box 690640
Stockton, CA 95269

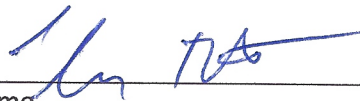
Findings Confidential

No reports, maps, information, documents, or any materials given to or prepared by Contractor under this contract which District requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of District.

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



Nicole Newman, Superintendent or
Kerri Hubbard, CBO
Wheatland Union High School District



Name
Independent Contractor

DISTRICT OFFICE USE ONLY

Business Office Approval:		Date Approved:	
PO Number		DIR Project Registration Date:	

**CONTRACTOR VERIFICATION
OF CAL-OSHA COMPLIANCE**

Contractors and vendors that are conducting work on or near a District facility or property are required to abide by and be in compliance with CAL-OSHA regulations.

Contractor/Vendor On-Site Representatives: (Please List)

Clayton A Titus Inc —	Rep. Clayton A Titus
Antonio Torres	
Francisco Alvarado	Jose Hernandez

Agreement:

I verify that all employees or representatives of the above-named Contractor/Vendor who will be on-site to provide assistance or service for the contracted work have been trained in required CAL-OSHA compliance regulations and abide by those regulations. I understand that the Contractor/Vendor is required to contact and notify Mark Walker, Maintenance and Operations Supervisor for the Wheatland Union High School District at (530) 633-3100 before beginning the work or affecting the operations of the facility or surrounding area.

	
Contractor/Vendor Signature	Date
Contractor Name	

Vendor:

Please list below any restrictions, obstructions or prohibitions that the employees of Wheatland Union High School District will need to know to work safely and effectively while work is being conducted.

A/A

**Agreement for Sale of Relocatable Classrooms Between Novato Unified
School District and Wheatland Union High School District**

This Agreement, by and between the Novato Unified School District ("Seller") and Wheatland Union High School District ("Buyer"), effective April 12, 2021 ("Effective Date"), is for the sale of six (6) Relocatable Classrooms ("Portables").

- A. Whereas, Seller desires to sell used personal property, namely six (6) Portables, to a public entity pursuant to its authority under Education Code section 17542; and
- B. Whereas, Buyer is a California public school district that agrees to buy six (6) Portables;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:


1. Buyer hereby purchases six (6), 24 by 40 foot relocatable classrooms presently sited at Novato High School, 625 Arthur Street, Novato, CA 94947. Buyer's Architect has indicated Buyer has selected portables numbered 3703(R4), 3704(R5), 3801(R6), 3802(R7), 3803(R8) and 3804(R2). See Attachment One. Buyer assumes responsibility for the removal, transportation, installation and use of the Portables.
2. The total price for the Portables is one dollar (\$1.00) per Portable, or six dollars (\$6.00) for all six Portables. The purchase price does not include the cost to Buyer for removal, transportation, and installation of the Portables.
3. All six (6) Portables are currently in use by Seller. Buyer may remove the six currently occupied Portables after June 22, 2021. Buyer shall remove all Portables by July 6, 2021.
4. Buyer shall give 72 hours notice to Seller before removing Portables. Upon Buyer's notice and prior to the removal of the Portables by Buyer, Seller will disconnect Portable utilities, including plumbing, electricity, and water. Buyer shall remove Portables after school hours or on the weekend, if school is in session at the time of removal. Buyer shall arrange all necessary methods and means of transportation of the Portables from Seller's property to Buyer's property.
5. Upon removal of Portables by Buyer, ownership and risk of loss shall transfer to Buyer.
6. Seller warrants that it is the lawful owner of the Portables purchased and is selling the Portables free of all liens and encumbrances.
7. Seller makes no representations regarding the condition of the Portables. Further, Seller makes no representations as to the costs, expenses, equipment, or personnel

necessary for the removal, transportation, or installation of the Portables. Buyer purchases the Portables as is and it is understood and agreed to by the parties that Seller does not warrant the Buyer's use of the Portables purchased and does not warrant to Buyer that the items are merchantable or fit for any particular purpose. Buyer warrants that it has inspected the Portables and is aware of their condition and the process necessary for removal.

8. Buyer shall obtain any and all applicable applications, approvals, licenses and/or certifications required by the State of California, the California Department of Education, Department of General Services, the Division of the State Architect, or any other state or local agency necessary for the purchase, relocation, installation, or use of the Portables.
9. Buyer shall have in effect sufficient occurrence-based liability insurance to insure against any loss, damage, destruction, injury, or death to Seller's real or personal property, officers, board members, employees, agents, volunteers, students or parents arising from, relating to, or associated with Buyer's removal, transportation, or installation of the Portables. Buyer shall name Seller as an additional insured on the policy, and, if the policy does not cover transportation of equipment, shall obtain a rider from the Buyer's insurer that is specific to the Portables. Buyer shall not cancel, reduce, or modify such policy without thirty (30) days advance notice to Seller. Upon Seller's request, Buyer shall provide Seller proof of such insurance prior to delivering the purchase price.
10. Buyer shall indemnify, defend, and hold harmless Seller and its Board of Trustees and each member thereof, officers, employees and agents, from every expense, cost, loss, claim, demand, suit, action, judgment, liability, or payment, including, but not limited to attorneys' fees, arising from, relating to, or associated with Buyer's removal of the Portables from Seller's property and Buyer's transportation to or installation of Portables on Buyer's property.
11. Seller shall indemnify, defend, and hold harmless Buyer and its Board of Trustees and each member thereof, officers, employees and agents, from every expense, cost, loss, claim, demand, suit, action, judgment, liability, or payment, including, but not limited to attorneys' fees, arising from, relating to, or associated with any liens or encumbrances on the Portables at the time of transfer of ownership.
12. In the event any conflict or ambiguity between this Agreement and state or federal laws or regulations, the latter shall prevail.
13. In the event of litigation arising out of this Agreement, the Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Marin County or in the Northern District of California, respectively.

14. This Agreement represents the entire Agreement of Seller and Buyer and hereby supersedes and cancels all previous negotiations, oral agreements, arrangements, brochures, agreements, and understandings between Seller and Buyer regarding this Agreement for the purchase of the Portables. There are no representations between Seller and Buyer other than those contained in this Agreement. All implied warranties are excluded.
15. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement.
16. This Agreement may not be assigned by either party except with the express written consent of the other party. All unpermitted assignments are void. This Agreement is binding upon the permitted heirs, successors and assigns of the parties.
17. If any term or provision of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.
18. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument by both parties.
19. Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind that entity to the terms and conditions of this Agreement.

SELLER, NOVATO UNIFIED SCHOOL DISTRICT




Kris Cosca, Superintendent
Novato Unified School District

4/12/21

Date

BUYER, WHEATLAND UNION HIGH SCHOOL DISTRICT

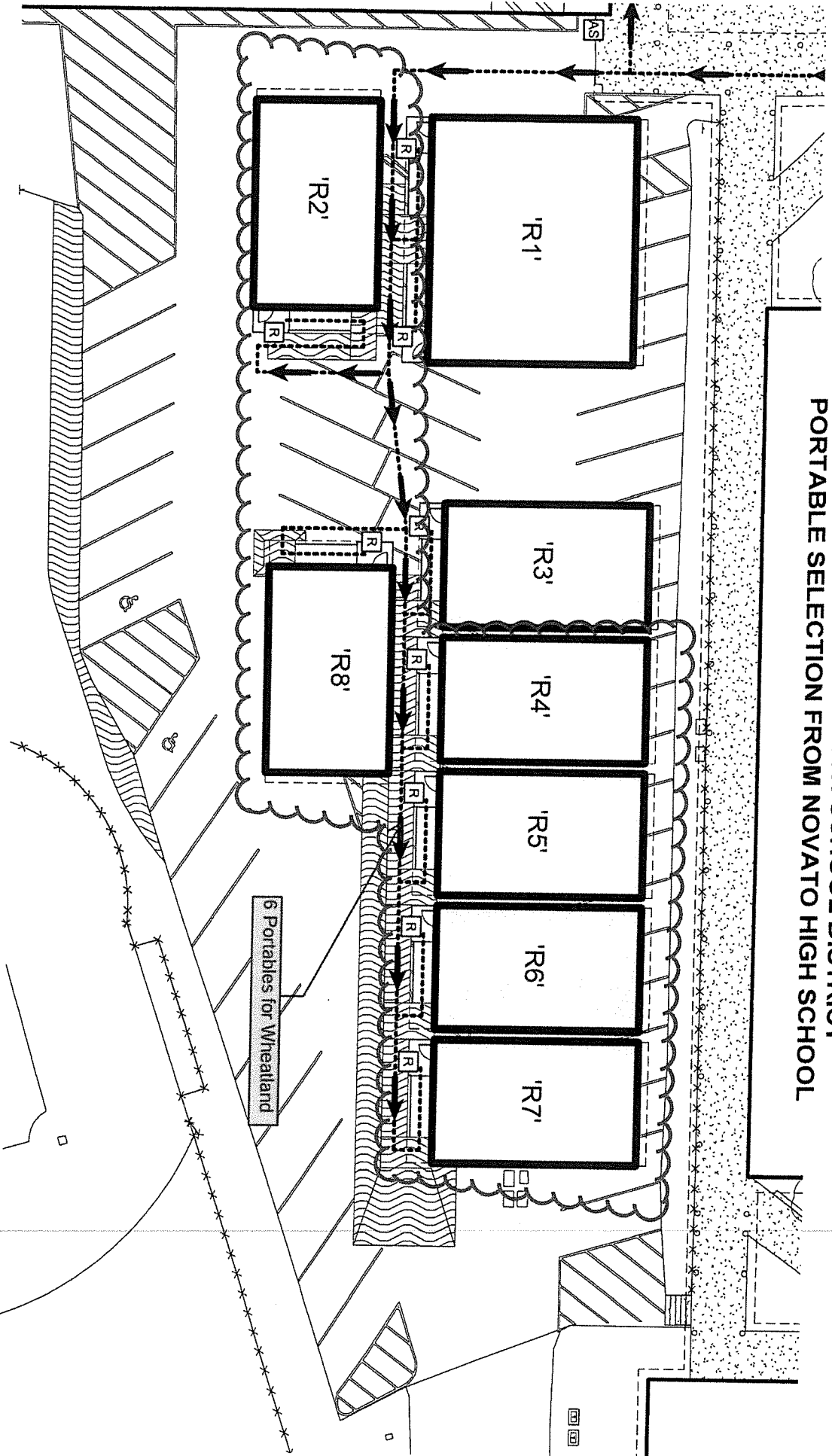


Nicole Newman, Superintendent
Wheatland Union High School District

4/13/21

Date

ATTACHMENT ONE
WHEATLAND UNION HIGH SCHOOL DISTRICT
PORTABLE SELECTION FROM NOVATO HIGH SCHOOL





KING
CONSULTING

Fee Proposal:

DEVELOPER FEE JUSTIFICATION STUDY

Prepared for:

WHEATLAND UNION HIGH SCHOOL DISTRICT

Attention:

Mrs. Nicole Newman

Superintendent

Email: nnewman@wheatlandhigh.org

Phone: 530.633.3100 ext 101

Primary Contact:

Jamie Iseman

Vice President

Email: jamie@kinginc.com

Phone: 916.706.3538

PURPOSE AND SCOPE OF SERVICES

The Wheatland Union High School District should prepare a Developer Fee Justification Study to demonstrate they meet pertinent requirements of State law regarding the collection of developer fees for both residential and commercial construction.

State law gives school districts the authority to charge fees on new residential and commercial/industrial developments if those developments generate additional students and cause a need for additional school facilities. Government Code Section 65995 authorizes school districts to collect fees on future development, currently \$3.79 per square foot of residential construction and \$0.61 for commercial/industrial construction (Level I Fees). Government Code 66001 requires that a reasonable relationship exist between the amount and use of the fees and the development on which the fees are to be charged.

King Consulting will prepare a Developer Fee Justification Study in order to justify the collection of statutory developer fees for both the residential and commercial/industrial developments within the Wheatland Union High School District. These fees are authorized by Education Code 17620.

The study will be documented to provide the District with justification to levy statutory developer fees. The study will:

- 1) Identify the cost of providing school facilities for students generated by future residential and commercial/industrial development in order to justify the collection of fees, and
- 2) Explain the relationship between the fees and the developments on which those fees are to be charged.

The following components outline the consultant's work for the preparation of the Developer Fee Justification Study.

COMPONENT A: RESEARCH RESIDENTIAL AND COMMERCIAL DEVELOPMENT

A key component of the Developer Fee Justification Study is assessing the impact of both residential and commercial development. This component identifies current and projected residential and commercial development in order to identify the level of development projected to occur with District boundaries.

1. Review of district historical residential development to calculate building densities, zoning and master plan designations to determine build-out potential by typology.
2. Research vacant land and zoning densities to determine potential development.
3. Research with appropriate city planning departments and county agencies to determine proposed and active residential and commercial projects which may impact the District by generating new students.
4. Preparation of report identifying current development projects and projected residential developments by typology (multi-family, single family detached, single family attached, and commercial development) within the District.
5. Projection of fee revenues for residential and commercial/industrial development based on the current statutory fees.

COMPONENT B: STUDENT GENERATION FACTORS

1. Prepare District-specific student generation rates by typology of units, i.e. single-family detached, single-family attached, multi-family.
2. Utilizing future residential development (outlined in Component A), project future students from new residential development to assist in calculating the impact to District facilities.

COMPONENT C: ENROLLMENT PROJECTIONS

In order to develop the nexus between the current capacity of the District and the future need to house students, Component C will provide enrollment projections based on historic and anticipated development, birth trends, and student migration. Specific steps will include:

1. Preparation of enrollment projections to the 2031-2032 school year.
2. Using current zoning, build-out potential, and absorption schedules for residential development, and District specific student generation rates determine impact to current facilities.

COMPONENT D: FACILITY CAPACITY ASSESSMENT

In order to determine the District's ability to house current students and students projected from future development in Component C, capacities will be calculated for all school sites within the RVSD. Component D will analyze current loading standards and prepare site specific capacity counts. The specific steps of Component D will include:

1. An analysis of the District's current facilities by school site, calculating capacities of all school sites, and acreages of sites.
2. Utilizing the current student enrollments, and the projected enrollments by grade group, an analysis of the District's ability to house future students will be determined by comparing future students to current capacity as outlined in this component.
3. Identification of unused/undeveloped District sites.

COMPONENT E: PREPARATION OF FINAL REPORT/JUSTIFICATION FOR FEES

The study, utilizing information from Components A-D, will be provided to the District and will demonstrate compliance with the appropriate Education Codes.

DISTRICT TO PROVIDE

In order to complete the analysis, the District will be required to provide the following items:

1. Developer Fee records with addresses and square footage of units (if available).
2. School site maps for all schools with current room uses, in order to analyze capacity.

CONSULTING FEES

The Consultant will provide the draft copy of the study, revise and prepare the final study, provide sample board resolutions and public notices, and review of adoption documents and timeline with District staff. This report will be in compliance with the requirements of Education Code Section 17620. A presentation to the Board is not included in this cost.

Developer Fee Justification Study

\$2,900.00

****Note: This cost can be funded with Developer Fees.***

ADDITIONAL CONSIDERATIONS

The Consultant shall be reimbursed as follows:

1. Visitations to the District above and beyond the services outlined shall be billed at \$185.00 per hour including travel time.
2. Work completed above and beyond the hours specified in this contract shall be billed at \$185.00 per hour.
3. Mileage for all meetings shall be reimbursed to the Consultant at the rate of .58 per mile.
4. Reproduction of documents shall be the responsibility of the District. The Consultant will provide duplicating services on an actual cost basis.



Jamie King-Iseman, Vice President
King Consulting

Date:

Nicole Newman, Superintendent
Wheatland Union High School District

Date:



PROPOSAL FOR:
FACILITY MASTER PLAN UPDATE

PREPARED FOR:
WHEATLAND UNION HIGH SCHOOL DISTRICT

Attention:

Mrs. Nicole Newman

Superintendent

Email: nnewman@wheatlandhigh.org

Phone: 530.633.3100 ext 101

Primary Contact:

Jamie Iseman

President

Email: jamie@kinginc.com

Phone: 916.706.3538

CURRENT PROPOSAL

The planning, funding, and construction of school facilities involves many complex issues. A central element of this work is an updated Facility Master Plan, which includes a comprehensive review of current and historical student population trends, community and general population demographic trends, land use and planning policies, student generation rates, residential development impact, a spatial analysis of the student population, 10-year enrollment projections, detailed facility analyses, facility options and finally, a funding analysis.

King Consulting will prepare an update to the District's Facility Master Plan as follows:

COMPONENT A: SPATIAL ANALYSIS

A key component of the Facility Master Plan is utilizing a District-specific GIS to spatially analyze WUHSD and its communities. Specific information will include:

1. Preparation of the District-specific Geographic Information System. Layers to be included are:
 - a. Basemap data (roads, waterbodies, parks, district boundary, parcels, etc.)
 - b. School boundaries;
 - c. Geocoded current year of student data (including addresses, school of residence, school of attendance, ethnicity, special programs, and other pertinent district student attributes);
 - d. District-owned properties;
 - e. Current and planned residential development;
 - f. Land use/zoning;
 - g. Potential developable land;
 - h. Other pertinent geographic data.
2. Preparation of reports and maps for the 2019-20 school year to demonstrate the compilation of student population by grade level, ethnicity, socio-economics, and enrollment in special programs.
3. Preparation of reports and maps demonstrating inter-district transfer students.

COMPONENT B: COMMUNITY DEMOGRAPHICS

King Consulting will analyze all current demographic trends within the District boundaries, the communities served by the District, the County and the State of California that affect district enrollments. Specific information will include:

1. A multivariable review of historical student enrollments;
2. An identification of local, County, and State population trends to provide a report on the reasons for changing populations within the District;
3. A review of private and charter school historical enrollments, identifying trends in comparison to public school enrollments within the District;
4. A review of the District's existing housing stock including median housing values and an identification of trends over time;
5. Analysis and report of community/neighborhood dynamics that have contributed to population changes and demographic shifts in the District;
6. Preparation of maps and reports to demonstrate findings.

COMPONENT C: STUDENT GENERATION STUDY

This component will analyze the number of students generated by new residential development and by housing turnover. Student generation rates calculated will be utilized to assess the impact of proposed development in WUHSD. Specific information will include:

1. Preparation of student generation rates for all recently constructed units by grade level, by housing type (i.e. single-family detached, single-family attached, multi-family, or affordable), by size of house, by age of house, and by attendance boundary as applicable. King will utilize assessor records and the District's student address database to prepare the rates;
2. Preparation of student generation rates for all recently sold units ("housing turnover") by grade level, by housing type (i.e. single-family detached, single-family attached, multi-family, or affordable), by age of house, by purchase price, and by attendance boundary as applicable. King will utilize a real estate database and the District's student address database to prepare the rates;
3. Preparation of maps and reports to demonstrate findings.

COMPONENT D: LAND USE AND DEVELOPMENT

King will identify current and anticipated land use plans and policies, and their potential effects on the District. City and County planning agencies within District boundaries will be contacted to provide specific information including, but not limited to, tract numbers, developer contacts, current and proposed development and build-out of same. Land use and development will be analyzed by school boundary to evaluate the future impact of anticipated local housing trends. Specific information will include:

1. A review and analysis of all relevant land use plans and information that may affect development patterns in the District, including interviews with all relevant planning agencies;
2. Preparation of a database of all planned development over the next five years, including tract numbers, number of units, expected build-out and a timetable demonstrating student generation rates and total number of projected students for each development at specific grade levels by attendance boundary;
3. A locational analysis of all vacant land which may be developed, its current zoning, and potential uses, including major development constraints and construction timetables;
4. Georeferencing of all residential development information to a GIS map;
5. Preparation of maps and reports to demonstrate findings.

COMPONENT E: ENROLLMENT PROJECTIONS

In order to develop 10-year enrollment projections for WUHSD, the consultant will analyze feeder elementary district enrollment trends, local births, student migration trends, and anticipated residential development. Specific steps will include:

1. Research of historical enrollment, including projected Kindergarten classes based on local births, for WUHSD's feeder elementary district;
2. Comprehensive review of historical student cohort progression patterns and a detailed description of projection methodology;
3. Preparation of annual enrollment projections to the 2029-30 school year. These projections will be grade level specific;
4. Using current zoning, build-out potential, and absorption schedules for residential development, along with student generation rates, projections of students generated from new development will be calculated and included in the WUHSD enrollment projections;
5. An analysis of projection sensitivity, identifying District policies, community trends or events which could cause future enrollment to deviate from the Most Likely enrollment projection. A High and a Low enrollment projection will also be included;
6. A discussion of enrollment projection methodology and supporting documentation;
7. Preparation of reports and maps to demonstrate findings.

COMPONENT F: FACILITY ANALYSIS

The Facility Master Plan will assess WUHSD's current facilities. Specific steps will include:

1. Calculation of the District's pupil capacity, including a comparison of capacity values utilizing various assumptions on classroom loading and room uses;
2. King staff will perform a walk-through of all District school facilities and will then evaluate the site and provide a detailed analysis of site opportunities and site challenges;
3. Identification of maintenance and reconstruction needs;
4. Evaluation of the District's ancillary facilities such as cafeterias, libraries, office space, etc.

COMPONENT G: FACILITY OPTIONS & FUNDING ANALYSIS

Component G will build on the findings of the previous components to describe potential options for the District's facilities as well as to identify available funding sources for facility projects. Specific steps will include:

1. Work closely with District staff and architect to prioritize facility needs that were identified in previous components;
2. Analysis of funding source options for each facility project, including schematic level cost estimating based on market trends;
3. Preparation of a facility funding plan utilizing input from District staff;
4. Preparation of a final Facility Master Plan report document with all components.

TIMELINE

Upon consultant's receipt of all necessary information from the District, the timeline for completion is 90 days.

CONSULTING FEES

The District shall pay the Consultant at the rate of \$185 per hour for services outlined in this Agreement, not to exceed \$9,250.

The Consultant will provide services as needed and requested by the District. Services will be documented and invoiced on a monthly basis.

The scope of the work necessary to complete the services listed in this Agreement is dependent on the availability and quality of the District's enrollment and facilities information and subject to SB 50 regulations.

ADDITIONAL CONSIDERATIONS

The Consultant shall be reimbursed as follows:

1. Necessary visitations to the District by the Consultant will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval from the District.
2. Reproduction of documents shall be the responsibility of the District. If the District chooses, the Consultant will provide duplicating services on an actual cost basis.
3. Work completed above and beyond the hours specified in this contract shall be billed at \$185 per hour.

SIGNATURE PAGE

Jamie Iseman, Vice President
King Consulting

Date: _____

Nicole Newman, Superintendent
Wheatland Union High School District

Date: _____



Professional Consulting Services Proposal

Prepared for:

**Wheatland Union High School District
for
Fiscal Year 2020-2022**

Attention:

Nicole Newman

Superintendent

Email: nnewman@wheatlandhigh.org

Phone: 530.633.3100 ext. 101

Primary Contact:

Jamie Iseman

President

Email: jamie@kinginc.com

Phone: 916.706.3538



Experience and Qualifications

Firm Information

King Consulting is an established and recognized school facility planning firm. We offer a wide array of services to assist school districts of all sizes across California and the nation with their school planning needs and funding opportunities. Our work includes the completion of long-range master plans, boundary studies, demographic studies, enrollment projection studies, developer fee justification studies (both Level I and Level II), developer mitigation, and State/Local/Federal eligibility and funding applications. For the past twenty-five years, King Consulting has worked with clients throughout California and the nation.

Our professional, enthusiastic staff has over 80 years of combined experience. We are a small firm, with only highly experienced staff who excel in their specific areas of expertise. Our combined experience has resulted in our firm's ability to adhere to timelines and organize projects so that the client's needs are exceedingly met. While we specialize in managing and summarizing complex data analyses, we pride ourselves on our unique ability to disseminate the information to our clients and their stakeholders. We are always excited for the opportunity to meet in person or over the phone to clearly explain anything needed to our clients' staff, school board, and community. Our clients receive information within a broader context that includes full narrative explanations that school district staff and school board members repeatedly reference throughout the year.

While we excel in all areas of school facility planning, we are most proud of the lasting relationships we form with our clients. We care about our school districts, and we get to know them intimately through the course of our work. For this reason, so many of our clients work with us year after year: King Consulting digs deeper and tries harder in every aspect of our work because we become personally invested in the districts with whom we work.

Thank you for the opportunity to submit this proposal.

Scope of Service

This document represents an agreement between **Wheatland Union High School District** herein referred to as the Client, and **King Consulting**, herein referred to as the Contractor.

For the compensation stipulated, the Contractor shall provide the following services:

State School Facility Program Funding Eligibility

Review, prepare and submit documentation required to maximize the District's New Construction and Modernization eligibility under the State School Facility Program:

1. Obtain from the District and State facilities and enrollment information required to determine the amount of state modernization and new construction grant funding eligibility under the State School Facility Program.
 - a. Review and compile current CalPADS enrollment data.
 - b. Prepare State enrollment projections using all available methodologies to ensure maximum eligibility is captured:
 - i. 5-Year Projection
 - ii. 10-Year Projection
 - iii. Modified and Alternative Weighting Mechanisms
 - iv. Birth Rate Adjustment (County & Zip Code)
 - v. Dwelling Unit Research and Augmentation
 - vi. Student Yield Factor Review
2. Review site diagrams for square footage, classroom counts, age of facilities. Prepare and update facility capacity database annually to include any new additional facilities.
3. Prepare required enrollment and facilities reports for District review and approval to file with the Office of Public School Construction to seek approval of Modernization and New Construction eligibility. Prepare annual updated enrollment and facilities reports as needed or required.
4. Secure State Allocation Board approval of District's eligibility.

State School Facility Program Funding Application Services

Identification of All Funding Opportunities

Review District construction and modernization projects to identify State funding mechanisms beyond the Modernization and New Construction programs that can provide additional State funding. Programs include, but are not limited to:

- a. Modernization
- b. New Construction
- c. Career Technical Education Facilities Program
- d. Facility Hardship
- e. Financial Hardship
- f. Seismic Mitigation
- g. Charter Schools
- h. Full Day Kindergarten
- i. Health and Safety Projects
- j. Preschools, Kitchens, and Health Facilities
- k. Lead in Water Remediation

Assist with Preparation of State Funding Applications

Assist the District with all applications for State approval and funding. These services may include, but are not limited to:

- a. California Department of Education (CDE) plan approval requests
- b. Division of State Architect (DSA) plan approval requests
- c. DSA exemption verification
- d. Office of Public School Construction (OPSC) Funding Applications (Form 50-04)
- e. OPSC Fund Releases (Form 50-05)
- f. OPSC Expenditure Reports (Form 50-06)
- g. Assistance with potential appeals to the State Allocation Board
- h. Preparation of narrative grant applications for CTEFP projects

Assist with Audit and Expenditure Reporting

Assist the District with the audit process and all expenditure reporting for State funding received under the SFP program. These services may include, but are not limited to:

- a. Provide grant certification requirements checklist to ensure District is adhering to SFP regulations for all State funded projects
- b. Collect and maintain all documentation that will be required at audit
- c. Following approval and funding of project, prepare Detailed List of Project Expenditures, annual Expenditure Reports, Substantial Progress Reports, etc.
- d. Continue to provide support until such time the local auditor and State Controller's office has certified and closed the project.

COVID-19 Related Funding Allocations and Expenditure Reporting

Meet with District Leadership (and if requested key stakeholders) to assess the current, in progress and future needs related to COVID-19.

- a. Assessment of current and future needs will be outlined by District stakeholders.
- b. Once assessment is completed King Consulting can provide a road map for going forward to allocate all funding within the required spending timelines.
- c. Review expense incurred since the beginning of the Emergency Declaration, projects and or programs in progress, and future projects and programs that need to be established to ensure all opportunities are being exhausted.
- d. Assist the District with the audit process and all expenditure reporting for identified funding. These services may include, but are not limited to:
 - a. Collect and maintain all documentation that will be required at audit,
 - b. Prepare expenditure reports,
 - c. Continued support until which time the required reporting has been certified and closed by authorizing agencies.

Developer Mitigation Services

Most California public school districts find that developer impact fees, both Level I and Level II, and State School Facility Program funding fall significantly short of the full cost to construct new school facilities required to accommodate students generated by new residential development.

King Consulting will use the information compiled in the Demographic Report and Facility Study to determine the full impact of planned residential development. King Consulting will support the school district, in tandem with its legal counsel, to successfully enter a “negotiated settlement” with developers, providing for an outcome that fully mitigates the development’s impact to school facilities. This process, when properly conducted, will ensure the District will have proper funding for its long-term facility needs.

King Consulting will undertake the following specific tasks for the Washington Unified School District :

For the compensation stipulated, the Consultant shall provide the following services:

1. Review all public hearing, California Environmental Quality Act documents, and provide responses to the appropriate agencies on behalf the District.
2. Assist the District with strategies that will encourage collaboration with cities, counties and developers to mitigate the full impact of proposed development projects.
3. Analyze the feasibility of development impact fees, both Level I and Level II.
4. Meet with developers and/or their representatives to discuss and support the District with the merits and possibility of a “negotiated settlement” for the purpose of mitigating impact of development.



KING
CONSULTING

5. Meet with District representatives and District legal counsel as requested and provide services which may involve collaborative solutions to the mitigation process, i.e. joint use projects.

Consulting Fees

For the services outlined the Client shall pay King Consulting on a time and material basis at the hourly rate of \$185.00. Fee estimates for services are outlined below. King Consulting will bill the Client in increments of 15 minutes, and invoice on a monthly basis. The fees shall cover all normal business expenses incurred on behalf of the Client. Necessary visitations to the District by the Consultant will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval from the District.

The scope of the work necessary to complete the services listed in this Agreement is dependent on the availability and quality of the District's enrollment and facilities information and subject to SB 50 regulations.

The Client shall be responsible for reviewing and verifying all data included in documents, forms and reports prepared by the Contractor on behalf of the Client. The Client shall be responsible for meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports.

The terms of this agreement shall remain in force unless mutually amended. This agreement may be terminated by either party upon 30 days written notice.

Additional Considerations

The Consultant shall be reimbursed as follows:

1. Necessary visitations to the District by the Consultant will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval from the District.
2. Reproduction of documents shall be the responsibility of the District. If the District chooses, the Consultant will provide duplicating services on an actual cost basis.
3. Express mail expenses will be documented and reimbursed to the Consultant.
4. Application filing fees and other state required fees are the responsibility of the District.

Signature Page

Submitted by:
King Consulting

Jamie King-Iseman
President

Date:

Accepted by:
Washington Unified School District

Nicole Newman
Superintendent

Date:

Fee Estimates

State Funding Eligibility:

Prepare and submit updated SFP Modernization Eligibility	10 hours
Prepare SFP New Construction Eligibility	20 hours

School Facility Program Application Services:

Assist the District with obtaining CDE approval for SFP funding applications	50 Hours
Assist the District with obtaining DSA approval or Letter of Exemption for SFP funding applications	20 Hours
Prepare and submit funding applications for New Construction projects to the Office of Public School Construction	50 Hours
Prepare and submit funding applications for Modernization projects to the Office of Public School Construction	50 Hours
Prepare Fund Release documentation for OPSC and Priority in Funding Participation Support	20 Hours
Audit and Expenditure Reporting and Support	80 hours
SAB Appeal Assistance	80+ hours
Write CTEFP grant application	90-160 Hours

COVID-19 Related Funding Allocations and Expenditure Reporting

Assist the District with planning, tracking and reporting of COVID-19 related funding	50-60 Hours
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Developer Mitigation Services

As Requested

References

Chico Unified School District (14,228 students)

163 E. 7th St.
Chico, CA 95928

King Consulting has worked as the primary consultant for Chico Unified School District since 2004, preparing Demographic Analysis and Student Housing reports annually, assisting with and maximizing State School Facility Program eligibility and funding applications, and preparing boundary realignment studies as needed. We are currently contracted for various projects, including State School Facility Program assistance and boundary realignment.

Contact:

Julie Kistle, Director, Facilities and Construction. Phone: 530-891-3410

Ross Valley Elementary School District (2,094 students)

110 Shaw Dr.
San Anselmo, CA 94960

King Consulting has worked as the sub-consultant and, more recently, the primary consultant for Ross Valley Elementary School District since 2008, preparing Facility Master Plans, Boundary Studies, annual Enrollment Projection studies, Developer Fee Studies, and assisting with and maximizing State School Facility Program eligibility and funding applications and State Allocation Board appeals. Our contracts are ongoing. We are currently contracted for various projects, including a Developer Fee Justification study, a Demographic Analysis, and State school Facility Program assistance.

Contact:

Midge Hoffman, Chief Business Official. Phone: 415-451-4075

Napa Valley Unified School District (18,093 students)

2425 Jefferson St,
Napa, CA 94558

King Consulting has worked as the sub-consultant for Napa Valley Unified School District since 2004, preparing annual Demographic Analysis & Enrollment Projection Studies, Developer Fee Studies, Boundary Studies, and assisting with and maximizing State School Facility Program eligibility and funding applications. We are currently contracted for a multitude of services, including several State School Facility Program Facility Hardship projects.

Contact:

Rob Mangewala. Assistant Superintendent, Business Services. Phone: 707-253-3533

**WHEATLAND UNION HIGH SCHOOL DISTRICT
RESOLUTION NO. 20.137**

RESOLUTION AUTHORIZING WHEATLAND UNION HIGH SCHOOL DISTRICT TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$103,404.00 FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY GENERAL, TOBACCO LAW ENFORCEMENT GRANT PROGRAM, AND AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT WITH WHEATLAND POLICE DEPARTMENT.

The Wheatland Union High School District (District) is interested in participating in the Tobacco Law Enforcement Grant Program, which is made available through The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop. 56) and administered by the California Department of Justice (DOJ) to support local efforts to reduce the illegal sale of tobacco products to minors in the District; and

Following the District's submittal of a proposal for the Program, the State of California DOJ offered to award \$103,404.00 for the 42 month grant program beginning January 1, 2021 and ending June 30, 2024; and

Grant funds will be used for vape monitors and SRO services from Wheatland Police Department related to tobacco enforcement.

In order to be considered eligible to receive grant funding, the District must submit a completed Grant Award Memorandum of Understanding to the State of California DOJ; now, therefore,

BE IT RESOLVED BY THE WHEATLAND UNION HIGH SCHOOL DISTRICT, AS FOLLOWS:

1. The Superintendent or a designated representative is hereby authorized, on behalf of the District, to accept grant funding in the amount of \$103,404.00 from the State of California DOJ.
2. The Superintendent or a designated representative is hereby authorized, on behalf of the District, to execute Professional Services Agreement between the District and the Wheatland Police Department for services aligned to the DOJ Tobacco Grants goals.
3. The Superintendent or a designated representative is hereby authorized and directed, on behalf of the District, to execute the grant documents and to submit all documents, including, without limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds under and comply with the conditions of the grant.
4. The Superintendent is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the District as are necessary and appropriate to carry out the purpose and intent of this resolution.
5. Grant funds received hereunder shall not be used to supplant ongoing law enforcement expenditures.

PASSED, APPROVED, AND ADOPTED _____

AYE:

NAY:

ABSENT:

Tony Lopez, Board President
Wheatland Union High School District

Nicole Newman, Superintendent
Wheatland Union High School District

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the Wheatland Union High School (hereinafter, “Grantee”), to provide grant funds to Grantee for expenditure in compliance with the Grantee Handbook. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ’s Request for Proposal for activities of Local Government Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the “Act”), approved by the voters as Proposition 56.

The Request for Proposals, Grantee Handbook (dated February 2021), and Grant Application are hereby incorporated by reference into this MOU.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee’s actual expenditures in performing the Scope of Work included in the approved Grant Application, upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an addendum to the Grantee to reflect the reduced amount.

ADMINISTRATION

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grantee Handbook.

MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

TERMS

Grant Duration: 1/1/2021 – 6/30/2024

Award Amount				
Category of Expenditure	Budget FY 2020-2021	Budget FY 2021-2022	Budget FY 2022-2023	Budget FY 2023-2024
Personal Services	\$0	\$0	\$0	\$0
Operating Expenses and Equipment	\$0	\$60,000	\$20,000	\$20,000
Administrative Costs (Not to Exceed 5%)	\$0	\$1,404	\$1,000	\$1,000
TOTAL AWARD AMOUNT	\$103,404			

The time limit for reimbursements against this award ends 6/30/2024. Requests received after 7/15/2024 cannot be reimbursed by the DOJ.

GRANTEE CONTACT INFORMATION

Nicole Newman, Superintendent
Wheatland Union High School District
1010 Wheatland Rd., Wheatland, CA 95692
530-633-3100
nnewman@wheatlandhigh.org

AUTHORIZATION

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be mailed to the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

NICOLE NEWMAN, SUPERINTENDENT
Wheatland Union High School District

DATE

STACY HEINSEN, GRANT MGR.
Division of Operations
California Department of Justice

DATE

CHRIS RYAN, CHIEF
Division of Operations
California Department of Justice

DATE

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 28, 2021.

Wheatland Union High School District/Governing Board at its April 21, 2021 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Wheatland Union High School
NAME OF REPRESENTATIVE Nicole Newman POSITION Superintendent
ADDRESS 1010 Wheatland Road CITY Wheatland ZIP 95692
PHONE (530) 633-3100 x101 FAX (530) 633-3109 E-MAIL nnewman@wheatlandhigh.org

NAME OF SCHOOL Wheatland Union High School
NAME OF REPRESENTATIVE Cy Olsen POSITION Principal
ADDRESS 1010 Wheatland Road CITY Wheatland ZIP 95692
PHONE (530) 633-3100 x126 FAX (530) 633-3109 E-MAIL colsen@wheatlandhigh.org

NAME OF SCHOOL Wheatland Union High School
NAME OF REPRESENTATIVE Schandia Edwards POSITION Assistant Principal
ADDRESS 1010 Wheatland Road CITY Wheatland ZIP 95692
PHONE (530) 633-3100 x109 FAX (530) 633-3109 E-MAIL sedwards@wheatlandhigh.org

NAME OF SCHOOL Wheatland Union High School
NAME OF REPRESENTATIVE Jason Soderlund POSITION Athletic Director
ADDRESS 1010 Wheatland Road CITY Wheatland ZIP 95692
PHONE (530) 633-3100 FAX (530) 633-3109 E-MAIL isoderlund@wheatlandhigh.org

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 Nicole Newman Signature _____
Address 1010 Wheatland Road City Wheatland Zip 95692
Phone (530) 633-3100 x101 Fax (530) 633-3109

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.

Wheatland Union High School District Agreement Construction Administration and Management

This contract is entered into and effective as of May 1, 2021 ("Contract" or "Agreement"), by and between Art Umland ("Consultant") and Wheatland Union High School District ("District").

Scope of Work

Consultant's scope of work shall include, but is not limited to:

1. Submittals

- a. Consultant shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Consultant shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Consultant shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Consultant's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Consultant's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Consultant. Consultant's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA.

2. Division of State Architect ("DSA") Requirements

- a. The District and Contractor shall be responsible for the DSA approval or exemption process with facilitation from the Consultant.
- b. Consultant shall coordinate and collaborate with the District's designated DSA Inspector of Record for the Project.

3. Requests for Information ("RFIs")

- a. During the course of construction as part of the basic services, Consultant must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Consultant. Consultant's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. Consultant must verify that RFIs are passed through the Project Inspector, if any.

4. Notices of Deficient Work

- a. Based on on-site observations, Consultant shall keep the District informed of the progress and the quality of the work and shall work with the Inspector of Record so the IOR can notify the District against defects and deficiencies in the work. However, Consultant shall not be a guarantor of the Contractor's performance.

5. Change Orders

- a. Consultant shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Consultant shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.

6. As-Built Drawings.

- a. Consultant shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.

7. Materials Testing

- a. Consultant shall coordinate with the District and Contractor the completion of all required lab testing for the Project.

8. Project Close Out

- a. Consultant shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

9. Meetings / Site Visits

- a. Consultant shall attend and take part in construction meetings and conduct site visits as necessary to fulfil the requirements of the project under the Scope of Work

10. Compensation

- a. Consultant shall be compensated for services rendered on an hourly basis, at the hourly rate of \$100.00 per hour.
- b. Consultant shall provide a cost estimate for services being rendered prior to commencement of work.
- c. Consultant shall invoice the District periodically for services rendered and the District agrees to pay invoices within sixteen (16) calendar days of receipt.
- d. District agrees to pay for consultants professional liability insurance for 2 years not to exceed \$5000.00 total.

11. Indemnity/Liability

- a. To the furthest extent permitted by California law, Consultant shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives,

officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Consultant shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto.

- b. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

12. Termination of Contract

- a. If Consultant fails to perform Consultant duties to the satisfaction of the District, or if Consultant fails to fulfill in a timely and professional manner Consultant's material obligations under this Agreement, or if Consultant shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Consultant. In the event of a termination pursuant to this subdivision, Consultant may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Consultant's actions, errors, or omissions that caused the District to terminate the Agreement.
- b. Consultant has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Consultant to the District. Consultant may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Consultant's notice of termination.

Art Umland, Consultant

Date: _____

Nicole Newman, Wheatland UHSD Superintendent

Date: _____