

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

Wednesday, February 13, 2019

5:00 p.m. Library

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

Mrs. Anna Newman, Member

Mr. Frank D. Webb, Jr., Member

Ms. Emily Wilkins, Student Board Member

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 is not on the agenda. Unless otherwise determined by the Board, **each person is limited to five (5) minutes**. If a large number wish to speak on a specific item, the Board may limit total input to twenty-five (25) 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. CLOSED SESSION

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

- **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C.48918**
EXPULSION HEARING FOR STUDENT #10663 (2018-19-04) -
Education Code Section 35146 and 48918
- **CONFIDENTIAL STUDENT MATTER**

Education Code Sections 35146, 48900 et seq., 48912(b) and 49060 et seq., and 20 U.S.C. Section 1232g

- Student #11114

- **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/PERSONNEL**

- Title: Certificated, Classified, Administration 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.

7. **RECONVENE TO OPEN SESSION**

8. **ACTION ON CLOSED SESSION ITEMS IF ANY**

ACTION NO. 18.120 (2018-19-04)

ACTION NO. 18.121 (#11114)

9. **RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD**

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10. **FFA STUDENT REPRESENTATIVE TO THE BOARD OF TRUSTEES**

11. **STUDENT AND STAFF RECOGNITIONS** – Ms. Nicole Newman and Mr. Cy Olsen

**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: 02/10/2019 MH

12. OPPORTUNITY FOR EMPLOYEE ORGANIZATIONS TO ADDRESS THE BOARD

- BAFB Liaison – *Mrs. Annette Goodly*
- Booster President / Representative
- Teachers Association (WHEAT) – *Mr. Dave Contreras*
- California School Employees Association (CSEA) - *Ms. Kuulei Moreno*

13. SUPERINTENDENT'S REPORT

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

Report out from:

- *Vice Principal – Mr. Cy Olsen*
- *Director of Fiscal Services – Mr. Jesse Castillo*
 - *Bond Report*
 - *Developer Fee Report*
 - *Governor's Budget Proposal*
- *Athletic Sub-Committee*
- *Facilities Sub-Committee*

14. CONSENT AGENDA

ACTION NO.18.122

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 January 16, 2019 Regular Board Meeting
- B. Approve bills and warrants for January 2019 in the amount of \$346,167.34
- C. Approve hiring of Ashley Freeman, Director of Special Programs
- D. Approve hiring of the following Spring coaching staff:

PAID

- Carlethe Embry, Boys' Varsity Tennis, Head Coach
- Bill Evans, Boys' Varsity Volleyball, Head Coach
- Brian German, Track, Assistant Coach
- Troy Getz, Boys' Varsity Baseball, Head Coach
- Bob Gilbertson, Girls' Frosh/Soph Softball, Head Coach
- Bernie Grotegeer, Track, Assistant Coach
- Chris Jorin, Varsity Golf, Co-Head Coach
- Brandon Moore, Varsity Golf, Co-Head Coach

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Posted: 02/10/2019 MH

- Chris Nicolas, Track, Assistant Coach
- Rich Rivera, Boys' Frosh/Soph Baseball, Head Coach
- Jason Soderlund, Track, Head Coach
- Jim Vossler, Girls' Varsity Softball, Head Coach
- Larry Hulen, Wrestling

VOLUNTEERS

- Stephen Baroni, Golf
- Matthew Foley, Wrestling
- Clint Tarrant, Boys' Varsity Baseball
- Willie Tinsley, Girls' Varsity Softball

15. DEFERRED CONSENT ITEMS

15.1 Approve hiring of Jay Meder, Track Assistant Coach

ACTION NO. 18.123

16. ACTION ITEMS

16.1 CONSIDER APPROVAL OF THE 2019-20 SCHOOL CALENDAR –

Ms. Nicole Newman

ACTION NO.18.124

16.2 December 2018 Board Policy Updates

- A. Second Reading of BP 0420 School Plans / Site Councils
- B. Second Reading of AR 0420 School Plans / Site Councils
- C. Second Reading of BP 0450 Comprehensive Safety Plan
- D. Second Reading of AR 0450 Comprehensive Safety Plan
- E. Second Reading of BP 0460 Local Control and Accountability Plan
- F. Second Reading of AR 0460 Local Control and Accountability Plan
- G. Second Reading of AR 1220 Citizen Advisory Committees
- H. Second Reading of AR 3311.1 Uniform Public Construction Cost Accounting Procedures
- I. Second Reading of AR 3543 Transportation Safety and Emergencies
- J. Second Reading of AR 4200 Classified Personnel
- K. Second Reading of AR 5113 Absences and Excuses
- L. Second Reading of AR 5131.41 Use of Seclusion and Restraint ***NEW POLICY**
- M. Second Reading of BP 5141.52 Suicide Prevention
- N. Second Reading of AR 5141.52 Suicide Prevention
- O. Second Reading of BP 5144 Discipline
- P. Second Reading of AR 5144 Discipline
- Q. Second Reading of BP 5146 Married/Pregnant/Parenting Students
- R. Second Reading of AR 6173.2 Education of Children of Military Families
- S. Second Reading of BP 6175 Migrant Education Program
- T. Second Reading of AR 6175 Migrant Education Program
- U. Second Reading of AR 6183 Home and Hospital Instruction
- V. Second Reading of BB 9322 Agenda / Meeting Materials

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Posted: 02/10/2019 MH

W. Second Reading of BB 9324 Minutes and Recordings

ACTION NO.18.125

- 16.3 APPROVE SPRING COACHING STAFF CERTIFICATIONS –**
Ms. Nicole Newman

ACTION NO. 18.126

- 16.4 APPROVAL OF THE STUDENT ATHLETE DRUG TESTING
PROCEDURES – Mr. Cy Olsen**

ACTION NO.18.127

- 16.5 2019 CSBA DELEGATE ASSEMBLY ELECTION VOTE**
– Ms. Nicole Newman

ACTION NO.18.128

- 16.6 ADOPTION OF ANNUAL DEVELOPER FEE REPORT FOR FISCAL
YEAR 2017-18 – Mr. Jesse Castillo**

ACTION NO. 18.129

- 16.7 APPROVAL OF CONTRACT BETWEEN WHEATLAND UNION HIGH
SCHOOL DISTRICT AND CA+SA STUDIO FOR ARCHITECTURAL
SERVICES - MULTIPLE PROJECTS**
- Ms. Nicole Newman

ACTION NO. 18.130

17. BOARD MEMBER REPORTS / COMMENTS

18. ITEMS TO BE AGENDIZED FOR THE NEXT REGULAR MEETING

19. ADJOURNMENT **ACTION NO. 18.131**

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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: March 13, 2019

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Posted: 02/10/2019 MH

G.O. Bond Update

Fund 21

BOND EXPENDITURES

Description	Prior Expenditure	Change	Total Expenditure
Bond Issuance, Interest, and Cost of Issuance	307,984.96		307,984.96
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	31,682.39	2,040.00	33,722.39
Soil Testing - Kleinfelder	33,847.23		33,847.23
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	7,508.24		7,508.24
NMR Architects - WiFi, Restroom, Gas Line Proj	201,403.92		201,403.92
DSA Field Review Fee	46,098.69	56,400.00	102,498.69
Other – Fire Hydrant, Plumbing, Wifi, Misc	53,228.48		53,228.48
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

BOND EXPENDITURES

Description	Prior Expenditure	Change	Total Expenditure
Beynon Sports – Track Resurfacing and Striping	209,700		209,700
Rico's Window Tint – Campus Window Tinting	33,976		33,976
Snack Bar Restroom Project - Landmark	1,353,489.63		1,353,489.63
Immer1/RTI – Server Equipment/Firewall	98,927.82		98,927.82
Delta Wireless – Security Camera Install	42,864.81		42,864.81
BSN Sports	5,021.43		5,021.43
RT Dennis Accountancy	7,200.00		7,200.00
Lozano Smith	3,834.74		3,834.74
Midvalley Sound Window Tinting	13,620.10		13,620.10
Track Concrete Runway, Pits and Mats	21,728.27		21,728.27
King Consulting	29,508.28		29,508.28
Kingsley Bogard	23,104.90	241.50	23,346.40
Bleachers Misc (Soil testing/Surveying)	6,011.35		6,011.35
CASA Studio	10,319.62	89,182.88	99,502.50
DKS Electric	0	72,771.00	72,771.00
Total	6,052,755.35	220,635.38	6,273,390.73
Remaining Balance			\$2,629,695.43

Wheatland Union High School District Developer Fee Report

Category	July	August	September	October	November	December	January	February
Beginning Balance	629,660	675,353	700,432	662,154	675,073	705,441	705,441	706,768
Fees Collected	45,694	40,918	24,397	36,016	30,690	-	20,014	12,117
Expenditures	-	(15,840)	(14,933)	(23,097)	(323)	-	(18,686)	(18,885)
Debt Service			(47,743)			-		(47,743)
Ending Balance	675,353	700,432	662,154	675,073	705,441	705,441	706,768	652,258

Description	Amount
Dev Fees Collected	1,405,814.06
Interest Collected	20,858.45
Prof/Consulting	(196,948.34)
Equipment	(4,556.14)
Debt Service	(384,797.28)
Interest on Debt	(188,112.92)
Dev. Fund Balance	652,257.83

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	572,910.20
Balance Remaining	811,622.77
Time Remaining (Yrs)	9
Payments Remaining	17



**Governor's 2019-20 Budget Proposal
Wheatland Union High School District
Board of Education Meeting
February 13, 2019**

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Themes for the 2019-20 Governor's Budget

1

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- Governor Gavin Newsom's first State Budget lays the groundwork and signals his governing philosophy and outlook for the next four years
- The economy continues to outperform expectations, but the recovery from the Great Recession is in its tenth year and some fear a downturn is looming
- The growth in Proposition 98 for 2019-20 is *meager* even though state revenues are outpacing the forecast
- Local educational agencies (LEAs) will continue to face budget challenges as Local Control Funding Formula (LCFF) funding flattens and costs rise
- The education budget contains some new proposals, but Governor Newsom's early childhood education initiative will take center stage
- Accountability remains a priority as the California School Dashboard (Dashboard) and other metrics continue to evolve



Legislative Landscape

2

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- **Former Governor Jerry Brown's position on funding and legislation was well known, so legislators have waited him out on certain hot topics, expecting more receptive perspectives from Governor Newsom on:**
 - ▣ **Charter schools**
 - ▣ **Early childhood education**
 - ▣ **Facilities**
- **And while Democrats control both houses and the Governor's office, they are not all the same shade of blue**
 - ▣ **The wave election brought in Democrats from historically conservative areas, making them less likely to be progressive**
- **Governor Newsom encounters a seasoned Legislature with term limits longer than his own and leaders that have been through State Budget negotiations before**
 - ▣ **These dynamics could make for more interesting State Budget dynamics than under former Governor Brown**



Accountability in 2019

3

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- **Governor Newsom has indicated that he intends to continue former Governor Brown's signature school funding program and believes that continued successful implementation of the LCFF and its accountability and continuous improvement system are key next steps for the state's public education system**
- **With the Dashboard now in place and the LCFF officially meeting its funding targets in fiscal year 2018-19, there will be a much larger emphasis on outputs and accountability for the K-12 system moving forward**
 - **Policymakers and stakeholders will become increasingly interested in the LCFF's efficacy**
 - **How and when will we know if it is working?**
- **New transparency requirements and 2018-19 State Budget investments in technical assistance, community engagement, and Multitiered Systems of Support bring us one step closer to reaching the state's aspirational goal of a single coherent system of support**



U.S. Economic Outlook

4

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- **The fundamentals of the U.S. economy paint a promising picture for economic growth**
 - ▣ **National employment is robust**
 - **Full employment continues with an additional 312,000 jobs added in December 2018, and a 63.1% labor force participation rate (compared to 62.7% in December 2017)**
 - **The unemployment rate remains low at 3.9% in December 2018**
 - ▣ **Though not as robust, the housing market remains steady**
 - **Building permits increased by 0.4% over the same time last year**
 - **Housing starts increased by 3.2% from October to November 2018, but are below the rate from last year**
 - ▣ **Consumer spending continues its positive trajectory**
 - **Personal consumption expenditures (PCE) rose by 0.4% from October to November 2018**
 - **The PCE is up 1.8% from the same time last year**



The California Economy

5

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- The California economy continues to grow but at a slower rate than the immediate years following the Great Recession
- Continued growth of the economy will rely on three major factors, which may be difficult to achieve
- The Budget assumes steady job growth and a more balanced distribution of wage increases across all workers

Job growth

**Increasing
wages**

**Contained
inflation**



Risks to the California Economy and the State Budget

6

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- Governor Newsom and the UCLA economists identify a different set of key risks to California's economy – they aren't mutually exclusive

Governor

- Policy conflicts with the federal government
- Volatile stock market
- An aging population
- Housing crisis

UCLA

- Unratified tri-party trade agreement between California, Mexico, and Canada
- Continued trade tensions between the U.S. and China

- The health of the economy drives state revenues and thus the State Budget



What's Not in the Budget?

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- Not surprisingly when a new Administration takes office, there is little time to flush out the details of all the proposals contained in the Governor's Budget
- Over the course of the legislative hearings, additional specificity is expected for:
 - The \$576 million funding various Special Education proposals
 - The Early Childhood Education proposals
- While new funding is provided for Special Education, funding for equalization of rates is not included in the Budget
- The LCFF targets have been achieved, but this is a modest goal; *higher LCFF aspirational targets are not included in the Budget*
- *The Budget does not provide any funds for one-time discretionary grants*



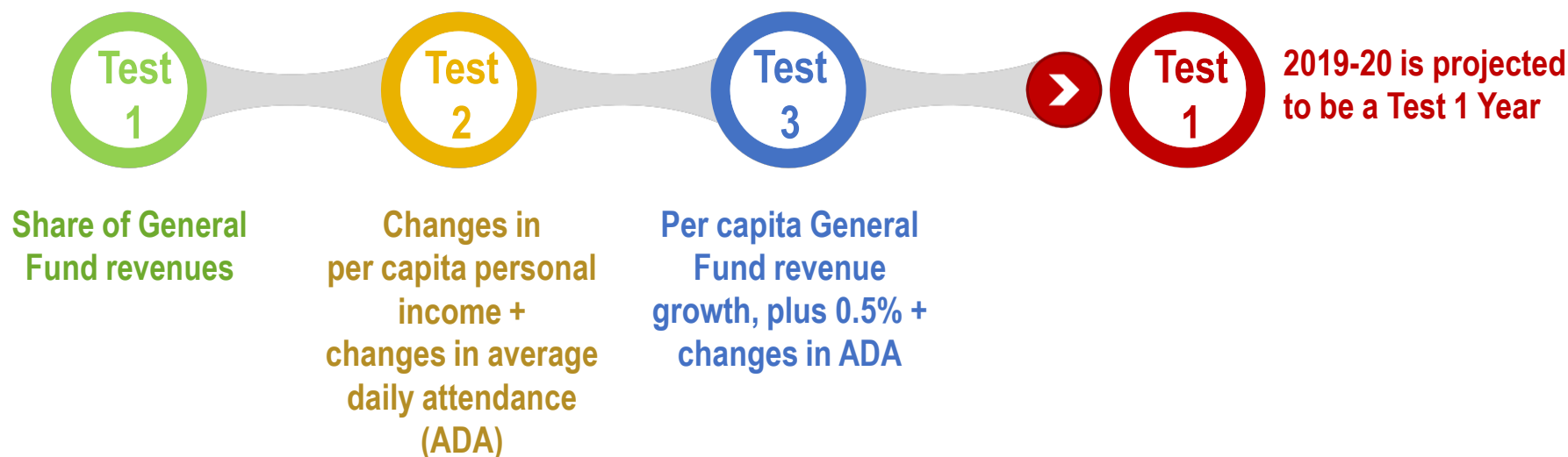


Proposition 98

8

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- With the enactment of Proposition 98 in 1988, voters amended the State Constitution to set a minimum funding level for K-12 education and community colleges
- Both state General Fund and local property tax revenues apply toward meeting the Proposition 98 minimum guarantee
- The minimum guarantee is determined by one of three tests that depend upon several inputs



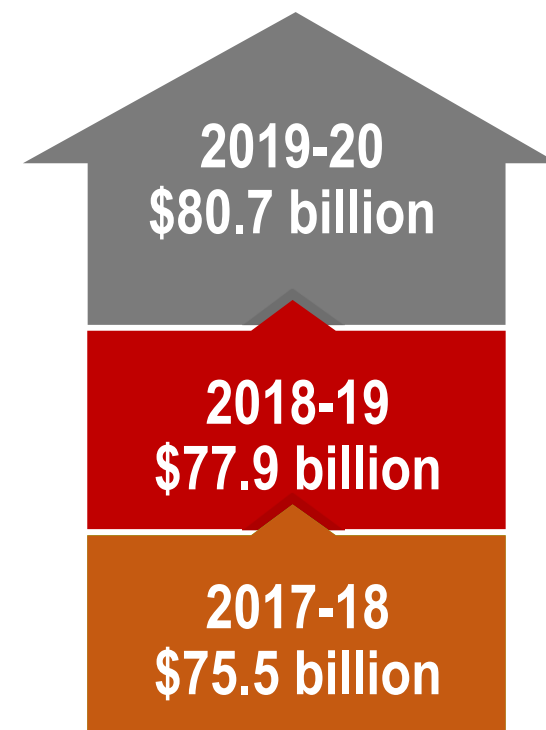


Proposition 98

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- The 2019-20 minimum guarantee is \$80.7 billion
 - ▣ A \$2.8 billion (3.6%) increase from last year's revised State Budget
- The minimum guarantee has declined from the 2018 Budget Act for both 2017-18 and 2018-19
 - ▣ Due to lower-than-anticipated ADA and year-over-year decline in General Fund revenue growth from 2017-18 to 2018-19
 - ▣ However, funding remains level due to maintaining a \$44 million "over-appropriation" for 2017-18 and using settle up payments to offset unfunded 2018-19 obligations



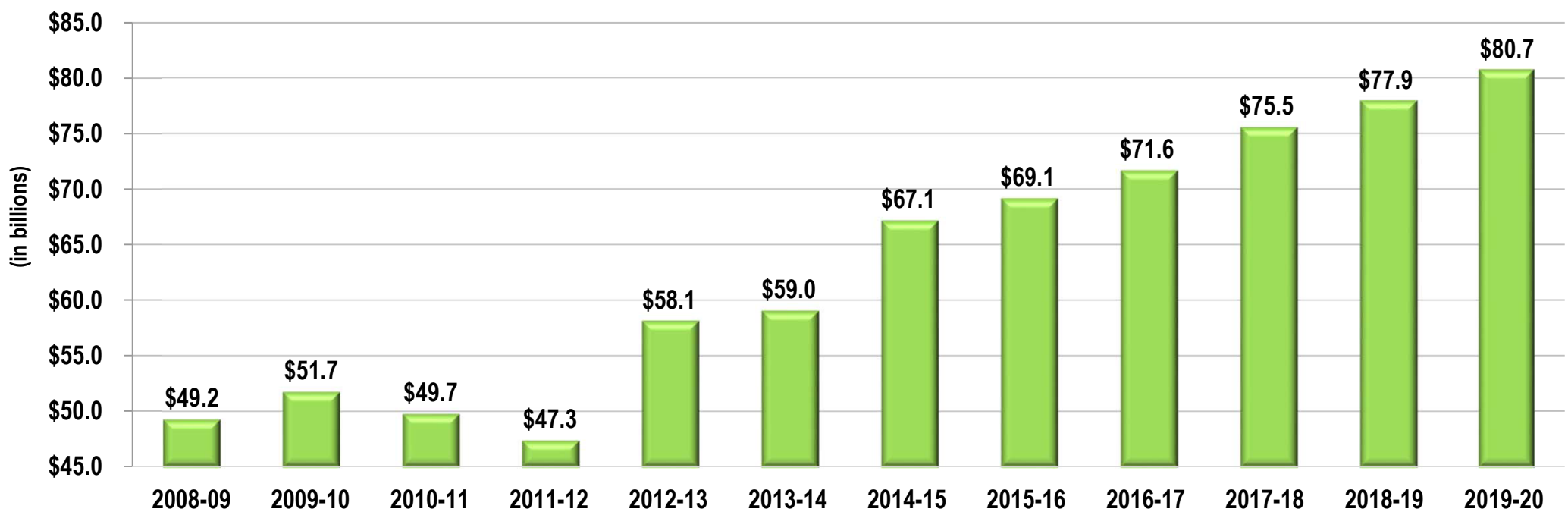


Proposition 98

10

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**Proposition 98 Funding Over Time
2008-09 to 2019-20**



Source: 2019-20 Governor's Budget, page 32



Early Care and Education

11

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- One of Governor Newsom's most aggressive budget investments is made in the early care and education sector
- In total, the 2019-20 Budget includes over \$2.4 billion in programs and services to children and families
 - Most are one-time investments
 - Nearly all of them are funded with non-Proposition 98 dollars





Cap on District Reserves

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- Proposition 2 (2014) established the Rainy Day Budget Stabilization Fund Act that included a state rainy day fund and a Proposition 98 reserve
- The measure also imposed a cap on what school districts could maintain in their local reserves if certain conditions are met
 - The conditions will not be met in fiscal year 2019-20



Maintenance Factor

Met: Proposition 98 Maintenance Factor prior to 2014-15 is fully paid



Test 1

Met: Minimum Guarantee is determined by Test 1



ADA and COLA*

Not Met: Proposition 98 Minimum Guarantee is sufficient to fund ADA, but not COLA



Capital Gains

Met: Capital gains exceed 8% of General Fund revenues



*Cost-of-living adjustment (COLA)

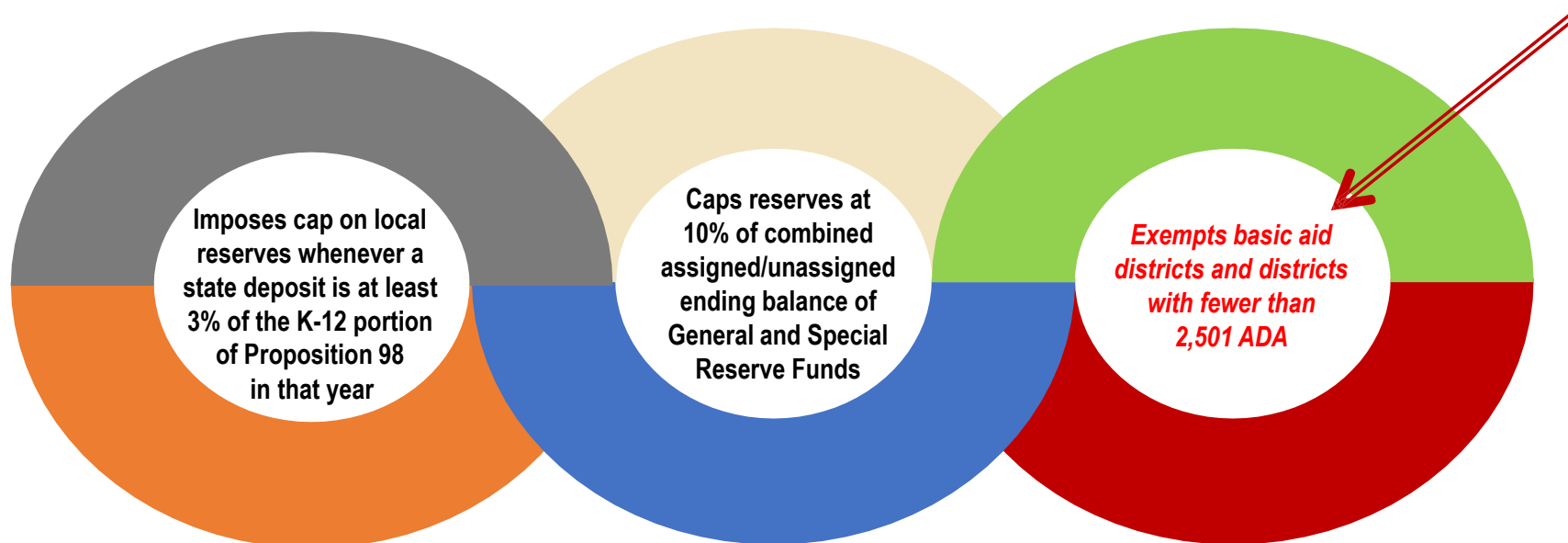


Cap on District Reserves

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- When the four Proposition 2 conditions are met, a state deposit into the Proposition 98 reserve is required
- Senate Bill 751 (Chapter 674/2017) changed the threshold for triggering the cap on district reserves and the limits of how much school districts can maintain in their local reserves





2019-20 Local Control Funding Formula

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- The State Budget proposes \$2 billion towards LCFF to fund the 3.46% statutory COLA
 - This brings LCFF funding to \$63 billion (up from \$61 billion in 2018-19)
- 2019-20 LCFF growth provides an average increase in per-pupil funding of an estimated \$343 per ADA, or 3.37% (individual results will vary)
 - The lower 3.37% increase takes into consideration that no COLA is provided for Targeted Instructional Improvement Grant, Transportation, or Economic Recovery Target
 - These programs are add-ons to the LCFF that not all districts will receive.



2019-20 LCFF Funding Factors

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● The K-12 COLA is 3.46% for 2019-20 and is applied to the LCFF base grants for each grade span

Grade Span	2018-19 Base Grant Per ADA	3.46% COLA	2019-20 Base Grant Per ADA
K-3	\$7,459	\$258	\$7,717
4-6	\$7,571	\$262	\$7,833
7-8	\$7,796	\$270	\$8,066
9-12	\$9,034	\$313	\$9,347



2019-20 LCFF Funding Factors

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- Two grade span adjustments (GSAs) are applied as percentage increases against the adjusted base grant, also receiving the benefit of a 3.46% COLA in 2019-20
 - Grade K-3 – 10.4% increase for smaller average class sizes
 - Grades 9-12 – 2.6% increase in recognition of the costs of Career Technical Education coursework

Grade Span	2019-20 Base Grant Per ADA	GSA	2019-20 Adjusted Base Grant
K-3	\$7,717	\$803	\$8,520
4-6	\$7,833	–	\$7,833
7-8	\$8,066	–	\$8,066
9-12	\$9,347	\$243	\$9,590



2019-20 LCFF Funding Factors

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- Supplemental and concentration grants are calculated based on the percentage of an LEA's enrolled students who are English learners, free and reduced-price meal program eligible, or foster youth – the unduplicated pupil percentage (UPP)

Grade Span	2019-20 Adjusted Grants Per ADA	20% Supplemental Grant – Total UPP	50% Concentration Grant – UPP Above 55%
K-3	\$8,520	\$1,704	\$4,260
4-6	\$7,833	\$1,567	\$3,917
7-8	\$8,066	\$1,613	\$4,033
9-12	\$9,590	\$1,918	\$4,795



CalSTRS – Employer Contributions

18

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- The State Budget recognizes the cost pressures LEAs face with rising the California State Teachers' Retirement System (CalSTRS) employer contribution rates

**\$3 billion
one-time
non-
Proposition 98
to reduce
liabilities for
employers**

**\$700 million to reduce the
employer contribution rate in
both 2019-20 and 2020-21**

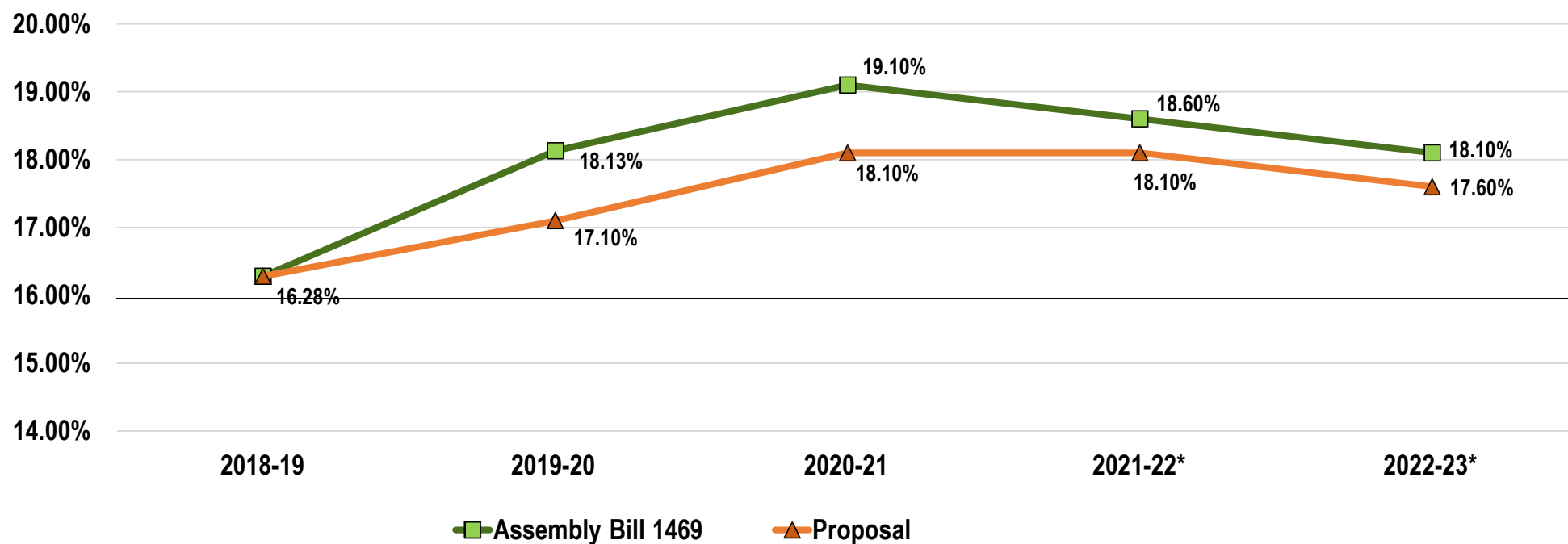
**\$2.3 billion towards employers'
liability, which is expected to
reduce the out-year employer
contribution rate by
approximately 0.5%**



CalSTRS Employer Contribution Rates – Current Law Versus Governor’s Proposal

19

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*Beginning in 2021-22, the CalSTRS Board has authority to increase/decrease the employer contribution rate (with some restrictions) to fully fund the unfunded liability by 2046



Discretionary Grant Funding

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- During the last four years of the economic recovery, school districts have experienced major upward revisions of the current-year Proposition 98 guarantee, providing huge one-time discretionary grants in the following year
 - 2018-19: \$1.1 billion or \$184 per ADA
 - 2017-18: \$877 million or \$147 per ADA
 - 2016-17: \$1.3 billion or \$214 per ADA
 - 2015-16: \$3.2 billion or \$530 per ADA
- In contrast, the Governor's Budget indicates that Proposition 98 has been revised downward in the current year and therefore no discretionary grant funding is proposed for 2019-20
 - Nor does Governor Newsom use other one-time funds for discretionary grant funding



Mandate Block Grant

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- All school districts, charter schools, and county offices of education (COEs) are eligible to participate in the Mandate Block Grant (MBG), notwithstanding the applicability of state mandates on their operations

- The rates for 2019-20, inclusive of the 3.46% COLA, are as follows:

Grade Span	School Districts	Charter Schools	COEs
K-8	\$32.24	\$16.90	\$33.32
9-12	\$61.90	\$46.79	\$62.99

- The Governor's Budget makes no changes to the mandates recognized for funding under the MBG



Longitudinal Education Data System

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- **Governor Newsom is proposing \$10 million in one-time non-Proposition 98 funding to plan for and develop a longitudinal intersegmental student data system**
 - **The system would connect student information from early childhood education providers, K-12 schools, higher education institutions, employers and workforce entities, and health and human services agencies**
 - **The funding would be used for initial planning purposes and the initial stages of implementation, once an implementation plan is adopted by the Administration and the Legislature**
- **There have been several attempts by the Legislature to fund a similar data system over the past few years, but these efforts were not supported by former Governor Brown**
- **Governor Newsom continuously expressed his support for this type of data system during the campaign and his proposal is consistent with his “cradle-to-career” education strategy that looks to connect all of the education segments**



AB 1200 Oversight Changes

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- Under previous laws, the Fiscal Crisis & Management Assistance Team (FCMAT) would only engage districts upon the request of the district or COE
- As a result of changes in the 2018-19 Budget Act, FCMAT will now automatically engage under the following conditions:
 - Disapproved budget
 - Negative interim report
 - Three consecutive qualified reports
 - Downgrade of interim certification
 - “Lack of going concern” designation
- As part of this engagement, FCMAT may engage in a fiscal health risk analysis
 - Analysis will be coordinated with the COE and is expected to build upon the COE oversight process at no cost to the COE or district



Next Steps

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● State level

- ▣ Budget committee hearings
- ▣ Next update – May Revision

● Local level

- ▣ **Second Interim financial report to be presented at the March 18, 2019 Board of Education meeting (statutory deadline is March 19, 2019).**

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

Wednesday, January 16, 2019

5:00 PM ~ Library

Unadopted Minutes

A regular meeting of the Wheatland Union High School District Board of Trustees was held on Wednesday, January 16, 2019.

Trustees in attendance included Mr. Tony Lopez, Mrs. Shawndel Meder, Mrs. Patricia Agles, and Mr. Frank D. Webb, Jr.

Also Present: Nicole Newman, Cy Olsen, Jesse Castillo, Sue Kirby, Troy Symington, Lisa Penaska, Kesner Flores, Rudy Rodriguez, CJ Duncan, Brian German, Larry Hulen, Kuulei Moreno, Amy Molina Jones, Melissa Soderlund, Ellie Landers, Ashley Freeman, Mona Hood, several students, and community members.

1. CALL MEETING TO ORDER

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

2. ESTABLISHMENT OF A QUORUM

Mr. Tony Lopez, President	Present
Mrs. Shawndel Meder, Clerk	Present
Mrs. Patricia Agles, Member	Present
Mrs. Anna Newman, Member	Absent (arrived during closed session)
Mr. Frank D. Webb, Jr, Member	Present
Ms. Emily Wilkins, Student Board Member	Absent (arrived 6:00 p.m.- open session)

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Member Meder led the pledge of allegiance.

4. CONFIRMATION OF THE AGENDA

Superintendent Newman confirmed the agenda as presented.

5. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD

No one present.

6. CLOSED SESSION 5:01 p.m.

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

- **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/PERSONNEL**

- Title: Certificated, Classified, Administration and Unrepresented Employees

- **STUDENT DISCIPLINE OR OTHER CONFIDENTIAL STUDENT MATTER**
Pursuant to Education Code Sections 35146, 48900 et seq., 48912(b) and 49060 et seq. and 20 U.S.C. Section 1232g
- **PUBLIC EMPLOYEE PERFORMANCE EVALUATION - SUPERINTENDENT**
Pursuant to Government Code sec. 54957, the Board will meet in Closed Session for discussion regarding Superintendent's evaluation.

7. RECONVENED TO OPEN SESSION AT 6:01 p.m.

8. ACTION ON CLOSED SESSION ITEMS IF ANY

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

9. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD

No one present addressed the board.

10. FFA STUDENT REPRESENTATIVE TO THE BOARD OF TRUSTEES

FFA representatives, Daisy Carter and Faith Lyles, reported on the following:

- FFA members volunteered at the Gridley fairgrounds on December 9th, caring for animals displaced during the Camp Fire.
- The canned food drive collected over 2000 cans to be donated to the Wheatland community.
- MFE/ALA Leadership Conference in Sacramento.
- Floral and welding students are working towards certifications.
- Greenhand Luncheon
- Snowflakes and Spurs Dinner will be held on February 1, 2019, from 5-7 p.m.

11. STUDENT AND STAFF RECOGNITIONS

Larry Hulen, Special Education Teacher and Head Football Coach, was recognized as January's Employee of the Month. Appreciation was expressed for how well he connects with students and quickly gains their respect.

Student of the Month, CJ Duncan, was recognized by coach and math teacher, Brian German, who listed his many athletic accomplishments and awards.

12. OPPORTUNITY FOR EMPLOYEE ORGANIZATIONS TO ADDRESS THE BOARD

- BAFB Liaison – not present
- Booster President / Representative – The 2018 football season concessions and Breakfast with Santa during December were both completed successfully. The tax situation has been resolved. Upcoming events include:
 - 2019 Corn Hole Tournament – date TBA.
 - Piratefest – June 1st at Bishop's Pumpkin Farm
- Teachers Association (WHEAT) – Vice President Brian German reported that they are looking forward to productive negotiations.
- California School Employees Association (CSEA) - Kuulei Moreno introduced herself as the new CSEA Chapter President.

13. SUPERINTENDENT'S REPORT

Superintendent Newman reported on the following:

- North Section BVL Realignment
- The Cemetery Board has donated a woodchipper which will be shared by Wheatland Union High School District and Wheatland Elementary School District.
- 2019 Challenge Coin design
- Freshman Focus – Superintendent Newman and teachers, Ellie Landers, Ashley Freeman, Lisa Penaska and Jason Soderlund shared information gained during the Get Focused Stay Focused conference in Santa Barbara.
- Pirate Focus will replace the annual Freshman evening registration and be held March 11th for students and March 14th for parents. The Board gave approval to move the February 15th minimum day to March 15th.

➤ Vice Principal

Mr. Olsen reported on the following:

- Leadership students are planning for the Depper Awards on February 23rd
- The district is collaborating with the feeder schools and county office on MTSS (Multi-Tiered System of Supports).
- Drug testing protocols for student athletes will be brought to the board for consideration during the February meeting. The program is anticipated to begin with Fall 2019 sports.

➤ Director of Fiscal Services

Mr. Castillo reported on the following:

- Bond Report (see attachment)
- Developer Fee Report (see attachment)

14. CONSENT AGENDA

ACTION NO. 18.103

Approval of the consent agenda as presented:

- A. Approve minutes of the December 12, 2018 Regular Board Meeting
- B. Approve bills and warrants for December 2018 in the amount of \$217,830.69
- C. Williams Uniform Consent Report (October, November, December 2018)
- D. Approve hiring of Linda Hulsey, Cook

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

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries.

15. DEFERRED CONSENT ITEMS

There were no deferred consent items.

16. INFORMATION ITEMS

16.1 Yuba Sutter Behavioral Health – Amy Molina Jones and Rudy Rodriguez presented drug and alcohol prevention services available through Yuba Sutter Behavioral Health, including Girls' Circle and Boys' Council, as well as the possibility of drug and alcohol counseling sessions. The board received information regarding vaping, marijuana and screening tools.

16.2 Prevention Services Programs and Support – *(included in 16.1 above)*

16.3 Facilities Sub-Committee – Current projects were outlined. Completion is anticipated before the beginning of the 2019-20 school year. *(Attachment)*
Bridge loan financing, including the possibility of a future bond will be presented during a special meeting on February 20, 2019.

16.4 2018-19 Facility Inspection Tool (FIT) – The outcome of the FIT, conducted over Christmas break, did not change much from the prior year; however, with completion of the current projects, the 2019-20 FIT will reflect marked improvement. This information is reported in the annual School Accountability Report Card (SARC) and is available on the district's website.

16.5 Athletic Sub-Committee – Leasing versus purchase of helmet reconditioning was discussed. This item will be brought to the Board for consideration in February. *(Attachment)*

16.6 2018-19 District Goals Midterm Report – Superintendent Newman reviewed the four district goals set last summer and the items accomplished this year for each goal. *(Attachment)* The Board approved the addition of Goal #5: Provide local community and stakeholders an understanding that Wheatland Union High School is the destination of choice.

16.7 LCAP Staff Survey Results – Superintendent Newman proposed consolidating the current five LCAP goals to three. More information will be presented at next month's meeting. Survey results included as an *attachment*.

16.8 D and F Grade Report – Fall Semester – An adjusted grade report will be presented at the February board meeting. Discussion centered around how to support struggling students. *(Attachment)*

16.9 P-1 Attendance – There were no questions from the Board. *(Attachment)*

16.10 Discipline Report – Fall Semester – Mr. Olsen presented a comparison between Fall 2017 and Fall 2018 discipline. He reported a dramatic decrease in suspensions and the decline of excessive tardies as new policies are implemented. *(Attachment)*

16.11 December 2018 Board Policy Updates *(Approval on second reading)*

- A. First Reading of BP 0420 School Plans / Site Councils
- B. First Reading of AR 0420 School Plans / Site Councils
- C. First Reading of BP 0450 Comprehensive Safety Plan
- D. First Reading of AR 0450 Comprehensive Safety Plan
- E. First Reading of BP 0460 Local Control and Accountability Plan
- F. First Reading of AR 0460 Local Control and Accountability Plan
- G. First Reading of AR 1220 Citizen Advisory Committees

- H. First Reading of AR 3311.1 Uniform Public Construction Cost Accounting Procedures
- I. First Reading of AR 3543 Transportation Safety and Emergencies
- J. First Reading of AR 4200 Classified Personnel
- K. First Reading of AR 5113 Absences and Excuses
- L. First Reading of AR 5131.41 Use of Seclusion and Restraint ***NEW POLICY**
- M. First Reading of BP 5141.52 Suicide Prevention
- N. First Reading of AR 5141.52 Suicide Prevention
- O. First Reading of BP 5144 Discipline
- P. First Reading of AR 5144 Discipline
- Q. First Reading of BP 5146 Married/Pregnant/Parenting Students
- R. First Reading of BP 6146.1 High School Graduation Requirements
- S. First Reading of AR 6173.2 Education of Children of Military Families
- T. First Reading of BP 6175 Migrant Education Program
- U. First Reading of AR 6175 Migrant Education Program
- V. First Reading of AR 6183 Home and Hospital Instruction
- W. First Reading of BB 9322 Agenda / Meeting Materials
- X. First Reading of BB 9324 Minutes and Recordings

First reading, no action.

16.12 Innovative Construction Donation – Superintendent Newman thanked Innovative Construction for their \$1,000.00 donation to the STEM program.

(There are no agenda items 17, 18 or 19. This was a typographical error in the agenda.)

20. ACTION ITEMS

20.1 APPROVAL OF STRATEGIC COMMUNICATIONS PLAN

ACTION NO. 18.104

MOTION by Patricia Agles, seconded by Shawndel Meder to approve the Strategic Communications Plan

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.2 APPROVAL OF THE ILLNESS AND INJURY PREVENTION PROGRAM (IIPP)

ACTION NO. 18.105

MOTION by Shawndel Meder, seconded by Patricia Agles to approve the Illness and Injury Prevention Program (IIPP).

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.3 APPROVAL OF JOSTENS YEARBOOK AGREEMENT FOR 2020 THROUGH 2021

ACTION NO. 18.106

MOTION by Emily Wilkins, seconded by Anna Newman to approve the Jostens yearbook agreement for 2020 through 2021.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.4 APPROVAL OF PROPOSAL/AGREEMENT TO PROVIDE “FEMP” (FACILITY ENERGY MASTER PLAN)

ACTION NO. 18.107

MOTION by Frank D. Webb, Jr., seconded by Shawndel Meder to approve the proposal/agreement to provide “FEMP” (Facility Energy Master Plan).

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.5 APPROVAL OF EDMENTUM ONLINE LEARNING PROPOSAL

ACTION NO. 18.108

MOTION by Patricia Agles seconded by Frank D. Webb, Jr., to approve the Edmentum Online learning proposal.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.6 APPROVAL OF THE 2018 SCHOOL ACCOUNTABILITY REPORT CARD (SARC)

ACTION NO. 18.109

MOTION by Shawndel Meder seconded by Emily Wilkins to approve the 2018 School Accountability Report Card (SARC).

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.7 APPROVE DISPOSAL OF SURPLUS DISTRICT PROPERTY - FOOTBALL FIELD GRANDSTANDS

ACTION NO. 18.110

MOTION by Shawndel Meder seconded by Patricia Agles to approve the disposal of the football field grandstands.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.8 ADOPT RESOLUTION 18.111: EXECUTE ALL DOCUMENTS REQUIRED FOR DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA APPLICATION FOR CERTIFICATE

ACTION NO. 18.111

MOTION by Frank D. Webb, Jr. seconded by Patricia Agles to adopt Resolution 18.111.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.9 ADOPT RESOLUTION 18.112: AUTHORIZATION TO PARTICIPATE IN TCSIG WORKERS' COMPENSATION PROGRAM

ACTION NO. 18.112

MOTION by Shawndel Meder seconded by Emily Wilkins to adopt Resolution 18.112.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.10 RECEIVE THE ANNUAL AUDIT REPORT FOR THE FISCAL YEAR 2018-19

ACTION NO. 18.113

MOTION by Emily Wilkins seconded by Patricia Agles Wilkins to receive the annual audit report for the fiscal year 2018-19.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.11 APPROVAL OF NEW POSITION – DIRECTOR OF SPECIAL PROGRAMS

ACTION NO. 18.114

MOTION by Shawndel Meder seconded by Patricia Agles to approve the Director of Special Programs position.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.12 APPROVAL OF SALARY SCHEDULE FOR DIRECTOR OF SPECIAL PROGRAMS

ACTION NO. 18.115

MOTION by Anna Newman seconded by Emily Wilkins to approve the Director of Special Programs' salary schedule.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.13 APPROVAL OF NEW POSITION – ASSISTANT PRINCIPAL (192 DAY CALENDAR)

ACTION NO. 18.116

The position will be posted on Edjoin Friday, January 18th and begins with the 2019-20 school year. See attached timeline.

MOTION by Shawndel Meder seconded by Patricia Agles to approve the Assistant Principal (192 day calendar) position.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.14 APPROVAL OF SALARY SCHEDULE FOR ASSISTANT PRINCIPAL (192 DAY SCHEDULE)

ACTION NO. 18.117

MOTION by Shawndel Meder seconded by Emily Wilkins to approve the Assistant Principal (192 day schedule) salary schedule.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

20.15 APPROVE CONTRACT FOR SHARP ARCHITECTURE, INC.: CAFETERIA ELECTRICAL PANEL REPLACEMENT

ACTION NO. 18.118

MOTION by Patricia Agles seconded by Frank D. Webb, Jr. to approve the contract for Sharp Architecture, Inc.: Cafeteria electrical panel replacement.

- | | |
|----------------|-----------------|
| ▪ Webb – Aye | ▪ Meder - Aye |
| ▪ Newman - Aye | ▪ Lopez - Aye |
| ▪ Agles - Aye | ▪ Wilkins - Aye |

Vote: (6 Ayes, 0 Absent) Motion carries

21. BOARD MEMBER REPORTS / COMMENTS

- **Mr. Frank D. Webb, Jr.** – nothing to report
- **Mrs. Anna Newman** expressed concern regarding a school plan in case of a toxic chemical spill in town. Superintendent Newman said a Safety Committee Meeting is planned for next week.
- **Mrs. Patricia Agles** reported feeling well informed and is pleased with the sub-committees and the superintendent's Super Notes.
- **Miss Emily Wilkins** reported the following:
 - Dual Enrollment Counseling class has begun
 - Courtwarming – February 7th
 - Depper Awards – February 23rd
 - The senior class is excited about being able to decorate their graduation caps.
- **Mrs. Shawndel Meder** is impressed with the accomplishments over the last eight months. She likes seeing the energy and enthusiasm amongst the staff.
- **Mr. Tony Lopez** – nothing to report


22. ITEMS TO BE AGENDIZED FOR THE NEXT REGULAR MEETING

- Governor's Budget Meeting – January 25th
- LPSBG Grant (Low Performing Students Block Grant)
- Architecture Contracts
- Surplus – two trucks
- Special Board Meeting – February 20th


23. ADJOURNMENT - ACTION ITEM NO. 18.119

MOTION by Shawndel Meder, seconded by Patricia Agles, to adjourn at 8:02 p.m. All yeas. Motion carries.

Respectfully Submitted:



Nicole Newman
Superintendent



Shawndel Meder
Clerk

1/24/19

Date

1/24/19

Date

Checks Dated 01/01/2019 through 01/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22160136	01/11/2019	Academic Affairs	01-4300	Medals		3,207.09
22160137	01/11/2019	Aeries Software	01-5800	AERIES webinar	100.00	
				Webinar Parent Data	100.00	200.00
22160138	01/11/2019	All Phase	14-5800	Stadium lights		880.56
22160139	01/11/2019	Alpha Fired Arts	01-4300	Kiln wheel Repairs	190.43	
			01-5800	Geil Kiln Service	500.00	690.43
22160140	01/11/2019	Amanda Martinez	01-4300	12/10 Expense Reim		38.65
22160141	01/11/2019	James Anderson	01-5200	Expense Reim		51.16
22160142	01/11/2019	Animal Damage Management	01-5504	12/6 Animal Damage Mgmt		285.00
22160143	01/11/2019	Brandy Wood	01-5200	10/1-12/14 Mileage		470.88
22160144	01/11/2019	Ca Dept Of Ed Cashier's Office	13-4700	Cafeteria Food		131.10
22160145	01/11/2019	CA+SA Studio	21-6170	Facility Master-WH Archive Scans	5,360.35	
				WHS CTE Grant-Signature Reprogra	4,959.27	10,319.62
22160146	01/11/2019	California Geological Survey School Review Unit	21-6170	Bleacher Soil Report		3,600.00
22160147	01/11/2019	California's Valued Trust	01-3402	Jan19 CVT Trustee ins	22.80	
			01-9514	Jan19 CVT Ins	96,259.61	
				Jan19 CVT Life Ins	399.00	
				Jan19 CVT Retirees Inc	8,125.26	104,806.67
22160148	01/11/2019	Jesse Castillo	01-5200	12/3-12/21 Mileage		46.87
22160149	01/11/2019	Gurpreet Cheema	01-5200	12/5 mileage		15.04
22160150	01/11/2019	Chevron & Texaco Business Card	01-4300	11/29 Fuel		75.34
22160151	01/11/2019	Eastbay	01-4300	Soccer Uniforms		209.04
22160152	01/11/2019	Edmentum	01-5800	Edmentum Courses		4,000.00
22160153	01/11/2019	Golden Bear Alarms	01-5500	Jan 19 Alarm Svc		186.50
22160154	01/11/2019	Hust Bros. Inc	01-5600	12/24 Cylinder Rentals		11.98
22160155	01/11/2019	Hylen Distribution	01-4300	Culinary Food		136.80
22160156	01/11/2019	Indoor Environmental Services	01-5600	F-10 Leak repair		444.21
22160157	01/11/2019	James Sutherland	01-5200	12/3-12/14 Mileage		267.05
22160158	01/11/2019	John Coker Ag Repair	01-4300	Bus 12 Transportation Svc/Repairs	141.83	
				Bus 14 Transportation Svc/Repairs	141.85	
				Bus 16 Transportation Svc/Repairs	148.93	
				Bus 9 Transportation Svc/Repairs	516.75	
			01-5600	Bus 12 Transportation Svc/Repairs	190.00	
				Bus 14 Transportation Svc/Repairs	190.00	
				Bus 16 Transportation Svc/Repairs	285.00	
				Bus 9 Transportation Svc/Repairs	475.00	
			01-5800	Bus 10 Transportation Svc/Repairs	95.00	

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 01/01/2019 through 01/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22160158	01/11/2019	John Coker Ag Repair		Bus 11 Transportation Svc/Repairs	95.00	
				Bus 12 Transportation Svc/Repairs	95.00	
				Bus 14 Transportation Svc/Repairs	95.00	
				Bus 15 Transportation Svc/Repairs	95.00	
				Bus 16 Transportation Svc/Repairs	95.00	
				Bus 18 Transportation Svc/Repairs	95.00	
				Bus 9 Transportation Svc/Repairs	95.00	
				Bus 9/10/15 Transportation Svc/Repairs	640.00	3,489.36
22160159	01/11/2019	Christopher D. Jorin	01-5200	12/10 Expense Reim	17.03	
				12/5-12/11 Mileage	33.60	50.63
22160160	01/11/2019	Keith Brown Drywall Inc	14-5800	N Gym water damage repair		250.00
22160161	01/11/2019	Kingsley Bogard LLP	01-5800	Oct18 Professional Svc	8,361.31	
				Sept18 Professional Svc	3,204.64	
			21-6170	Oct18 Professional Svc	7,081.90	
				Sept18 Professional Svc	11,009.50	
			25-5800	Oct18 Professional Svc	8,072.00	
				Sept18 Professional Svc	2,123.00	39,852.35
22160162	01/11/2019	KS Telecom Inc	01-5800	Telecom Line Repair		1,883.00
22160163	01/11/2019	LaborLawCenter, Inc	01-4300	CA/Fed Law posters		64.54
22160164	01/11/2019	Meeks Builders Choice	01-4300	Meeks Lumber		2,279.82
22160165	01/11/2019	MHM Incorporated	21-6170	18-704 Bleacher Project		2,411.35
22160166	01/11/2019	MJB Welding Supply Inc	01-4300	Ag Dept Supplies	792.70	
			01-5600	12/28 Cylinder Rentals	266.00	1,058.70
22160167	01/11/2019	Monroe Transmission	01-4300	2011 Transmission Repair	443.84	
			01-5800	2011 Transmission Repair	270.00	713.84
22160168	01/11/2019	Nicole Newman	01-4300	12/8 Expense Reim	128.47	
			01-5200	GFSF Expense Reim	938.84	
			01-5800	12/13 Expense Reim	1,000.00	2,067.31
22160169	01/11/2019	Office Depot	01-4300	classs supplies	54.92	
				Janitorial Supplies	128.74	
				Lbrary office supplies	75.04	
				Office Supplies	55.56	314.26
22160170	01/11/2019	Pacific Gas & Electric	01-5501	11/16-12/16 Acct 590		2,866.94
22160171	01/11/2019	Raj's Mini Mart	01-4300	Dec18 Transportation Fuel		3,805.65
22160172	01/11/2019	Rideout Occupational Health	01-5800	J Anderson DMV		100.00
22160173	01/11/2019	Riverside Technologies Inc	01-4400	Notebook		560.92
22160174	01/11/2019	Stephanie Davis	01-5800	Jan19 Psychological Assessments		4,000.00

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 01/01/2019 through 01/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22160175	01/11/2019	Stinemans Farm Supply	01-4300	Ag Dept supplies		379.61
22160176	01/11/2019	Sunrise Environmental Scien	01-4300	Hand Degreaser janitorial	333.55 646.06	979.61
22160177	01/11/2019	Suppliesoutlet.com	01-4300	Printer Ink	615.75	
				Unpaid Tax	44.29-	571.46
22160178	01/11/2019	Sysco Food Svcs Of Sacramento	01-4300	Culinary food & Supplies	430.96	
			13-4300	Cafeteris supplies	396.00	
			13-4700	Cafeteria food	3,266.86	4,093.82
22160179	01/11/2019	US Bank Corporate	01-4300	Amazon Visa Card Charges	77.68	
				Class Supplies	559.72	
				DS Service Standard	75.40	
				Health Aid Supplies	38.57	
				Multimedia Storage	43.75	
				Negotiations supplies	99.13	
				Notebook	29.16	
				Pass it on handouts	23.95	
				Reni-Balloons	181.21	
				Trademark Global	49.58	
			01-4400	Apple I-Pads	3,436.17	
			01-5200	CSBA Conf-Registration	540.00	
				GFSF conf- Airlflight	3,663.60	
			01-5300	Yearly Easelly Plan	97.00	
			01-5800	Kindel Svc	24.64	
				Robotic RC Team Regis	350.00	
				STEM Licenses	1,612.50	
				Unpaid Tax	7.13-	10,894.93
22160180	01/11/2019	Wheatland Smog-repair Llc	01-5600	'11 Chevy Repairs & Services		619.52
22160181	01/11/2019	State Board Of Equalization Sales/Use Taxes Remittance	01-4100	Supplies Outlet	6.65	
				US Bank-Amazon	1.12	
			01-4300	School Mart	23.89	
				The Team Factory	25.08	
				US Bank-amazon	24.75	
				US Bank- Amazon	12.39	
				Us bank-amazon	99.55	
				Us Bank-Holland Buib	7.90	
				US Bank-OTC	3.79	

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 01/01/2019 through 01/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22160181	01/11/2019	State Board Of Equalization Sales/Use Taxes Remittance		US Bank-Shar Music	8.52	
				US Bank-Soccercorner	27.88	241.52
22160371	01/18/2019	Academic Innovations	01-4200	Career Choices Textbook		2,545.88
22160372	01/18/2019	Aeries Software	01-5800	AERIES Loop Annual Subscription		4,000.00
22160373	01/18/2019	AT&T	01-5900	12/4-1/3 Acct 082 Circuit communication Svc	2,038.88	
				12/4-1/3 Acct 083 Circuit communication Svc	13.16	
				12/4-1/3 Acct 743 Circuit communication Svc	506.32	2,558.36
22160374	01/18/2019	BUSWEST	01-4300	2017 windshield		1,489.78
22160375	01/18/2019	Capitol Custom Embroidery	01-4300	Custodial staff wear		1,837.44
22160376	01/18/2019	City Of Wheatland	01-5505	Jan19 Water Svc		2,464.21
22160377	01/18/2019	De Lage Landen Public Finance	01-5600	1/17-2/16 Xerox contract Financing		2,462.95
22160378	01/18/2019	DKS Electric	21-6170	Culinary Lab receptacles	4,772.00	
				DKS Electric Panels	39,989.00	44,761.00
22160379	01/18/2019	Ashley Freeman	01-5200	67.58		67.59
22160380	01/18/2019	Larry Hulen	01-4300	12/9 Expense reim		121.21
22160381	01/18/2019	Inland Business Systems	01-4300	Staple kit		301.54
22160382	01/18/2019	J.M. King Consultng, Inc	25-5800	School Fac Prg 2 Consulting Services		5,775.00
22160383	01/18/2019	JW Pepper & Son Inc	01-4300	Music		271.25
22160384	01/18/2019	King Pest Control	01-5504	1/9 Pest Control Svc		180.00
22160385	01/18/2019	Nicole Newman	01-4300	1/13 Amazon		321.40
22160386	01/18/2019	Placer Learning Center	01-5100	Dec 18 Learning Ctr Services-K McKinley		2,113.72
22160387	01/18/2019	Robotics Education & Comp	01-5800	Registration-Turning Pt		125.00
22160388	01/18/2019	School Outfitters	01-4300	Science Lab-Stools		2,638.15
22160389	01/18/2019	Sharp Architecture Inc	21-6170	Sharp Electrical panel Inspection Services		1,360.00
22160390	01/18/2019	Stinemans Farm Supply	01-4300	Ag Supplies		47.80
22160391	01/18/2019	Trimark Economy Restaurant Fix tures	01-4400	Culinary Equipment		4,223.32
22160392	01/18/2019	US Bank Corporate	01-4200	Counseling Class textbook	1,556.45	
			01-4300	AG Supplies-cermark	101.88	
				Bulletin supplies	69.98	
				Depper Award Trophies	634.01	
				Depper Supplies-choco coins	79.71	
				Discus Circles	409.48	
				Feit Electric bulbs	127.80	
				Magnets	24.58	

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Checks Dated 01/01/2019 through 01/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22160392	01/18/2019	US Bank Corporate	01-5200	GFSF Conf Registrations	1,974.00	
			01-5300	Jan19 SurveyMonkey	33.00	
				Unpaid Tax	163.28-	4,847.61
22160393	01/18/2019	Wheatland Smog-repair Llc	01-5600	Vehicle '08 ford Repairs & Services	84.89	
				Vehicle '10 ford Repairs & Services	67.40	
				Vehicle '15 ford Repairs & Services	66.09	
				Vehicle '16 truck Repairs & Services	70.10	288.48
22160431	01/23/2019	Capital One Public Funding	25-7438	Loan #100361291 8/1/2018 - 2/1/2019	12,023.85	
			25-7439	Loan #100361291 8/1/2018 - 2/1/2019	35,718.67	47,742.52
Total Number of Checks					70	346,167.34

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	60	197,201.63
13	Cafeteria Special Rev Fund	2	3,793.96
14	Deferred Maintenance Fund	2	1,130.56
21	Building Fund	6	80,543.37
25	Capital Facilities Fund	3	63,712.52
Total Number of Checks		70	346,382.04
Less Unpaid Tax Liability			214.70
Net (Check Amount)			346,167.34

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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Wheatland Union High School District School Calendar 2019 - 2020

"Together, Building a Foundation for Life"

Jul, 2019

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Aug, 2019

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Board Holidays &/or Non Attendance Days

Independence Day	July 4
Labor Day	September 2
Veterans Day	November 11
Thanksgiving Break	November 25 - 29
Christmas Break	Dec 23 - Jan 10
Martin Luther King, Jr. Day	January 20
Lincoln's Birthday	February 10
Washington's Birthday	February 17
Spring Break	Apr 6 - 13
Memorial Day	May 25

Sep, 2019

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Oct, 2019

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

IMPORTANT DATES:

Student Year Begins	August 14
First Semester Finals	Dec 18, 19 & 20
Second Semester Finals	June 2, 3, and 4
Student Year Ends	June 4

Nov, 2019

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Dec, 2019

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Minimum Days:

Parent Conferencing	September 21
Finals	Dec 18, 19 & 20
Freshman Registration	March 15
Finals	June 2, 3, and 4

Jan, 2020

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Feb, 2020

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Monday Collaborative Days:

August	19 & 26
September	9, 16, 23 & 30
October	7, 14, 21 & 28
November	4 & 18
December	2, 9 & 16
January	13 & 27
February	3 & 24
March	2, 9, 16, 23 & 30
April	20 & 27
May	4, 11 & 18

Mar, 2020

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Apr, 2020

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Quarter end dates



In the event of an unplanned "situation" some or all of the remaining minimum days may be forfeited to meet the requirements for state instructional minutes.

Graduation Day

SCHOOL PLANS/SITE COUNCILS

The Governing Board believes that comprehensive planning is necessary at each school in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0415 - Equity)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

Each district school that participates in one or more federal and/or state categorical programs funded through the state's consolidated application process pursuant to Education Code 64000 shall establish a school site council in accordance with Education Code 65000-65001. The school site council shall develop, approve, and annually review and update a school plan for student achievement (SPSA) which consolidates the plans required for those categorical programs into a single plan, unless otherwise prohibited by law. (Education Code 64001)

(cf. 1220 - Citizen Advisory Committees)
(cf. 1431 - Waivers)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6190 - Evaluation of the Instructional Program)

The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all applicable programs, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. The Superintendent or designee shall also ensure consistency between the specific actions included in the district's local control and accountability plan and the strategies identified in each school's SPSA.

The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA whenever there are any material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. (Education Code 64001)

If the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council. The school site council shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 64001)

The Superintendent or designee shall ensure that school administrators and school site council members receive training on the roles and responsibilities of the school site council.

SCHOOL PLANS/SITE COUNCILS (continued)

The SPSA may serve as the school improvement plan required when a school is identified for targeted or comprehensive support pursuant to 20 USC 6303. (Education Code 64001)

(cf. 0500 - Accountability)

Any complaint alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA may be filed with the district in accordance with the district's uniform complaint procedures pursuant to 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 64001)

(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

52-53 Designation of schools

33133 Information guide for school site councils

35147 Open meeting laws exceptions

52060-52077 Local control and accountability plan

52176 English learner advisory committees

56000-56867 Special education

64000 Categorical programs included in consolidated application

64001 School plan for student achievement, consolidated application programs

65000-65001 School site councils

CODE OF REGULATIONS, TITLE 5

3930-3937 Compliance plans

4600-4670 Uniform complaint procedures

11308 English learner advisory committees

UNITED STATES CODE, TITLE 20

6303 School improvement

6311 State plan

6314 Schoolwide programs; schoolwide program plan

6421-6472 Programs for neglected, delinquent, and at-risk children and youth

6601-6651 Teacher and Principal Training and Recruitment program

6801-7014 Limited English proficient and immigrant students

7101-7122 Student Support and Academic Enrichment Grants

7341-7355c Rural Education Initiative

Management Resources: (see next page)

SCHOOL PLANS/SITE COUNCILS (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2014

WEST ED PUBLICATIONS

California Healthy Kids Survey

California School Climate Survey

WEB SITES

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

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

WestEd: <http://www.wested.org>

SCHOOL PLANS/SITE COUNCILS

School Site Councils

Each school that operates a program requiring the development of a school plan for student achievement (SPSA) pursuant to Education Code 64001 shall have a school site council composed of the following: (Education Code 65000)

1. The principal or designee
2. Classroom teachers at the school, selected by the classroom teachers at the school
3. Other school personnel who are not teachers, selected by the other personnel at the school who are not teachers
4. Parents/guardians of students attending the school and/or other members of the community, selected by the parents/guardians of students attending the school
5. If the school is a secondary school, students attending the school selected by other secondary students

(cf. 0450 - Comprehensive Safety Plan)

Half of the school site council membership shall consist of school staff in the categories listed in items #1-3 above, the majority of whom shall be classroom teachers. For an elementary school site council, the remaining half shall be parents/guardians and/or community members. For a secondary school site council, the remaining half shall be parents/guardians, community members, and/or students. (Education Code 65000)

A district employee may serve as a parent/guardian representative on the school site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 65000)

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination and equity.

(cf. 0415 - Equity)

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

(cf. 1220 - Citizen Advisory Committees)

SCHOOL PLANS/SITE COUNCILS (continued)

School Plan for Student Achievement

The school site council shall develop and annually review and update an SPSA that addresses all federal and/or state categorical programs in which the school participates pursuant to Education Code 64000. (Education Code 64001)

(cf. 1431 - Waivers)

(cf. 6020 - Parent Involvement)

(cf. 6171 - Title I Programs)

The SPSA shall be developed with the review, certification, and advice of the school English learner advisory committee, if required. (Education Code 64001)

(cf. 6174 - Education for English Learners)

Other school and district committees, including, but not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP), advisory committee established for special education programs, and Western Association of Schools and Colleges leadership teams, may also be consulted on the content of the plan.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 6190 - Evaluation of the Instructional Program)

Before developing the content of the SPSA, the school site council shall conduct a comprehensive needs assessment pursuant to 20 USC 6314, including an analysis of verifiable state data consistent with the state priorities specified in Education Code 52060 and the indicators in the state accountability system. The school may consider any other data developed by the district to measure student outcomes. (Education Code 64001)

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

The SPSA shall include all of the following: (Education Code 64001)

1. Goals to improve student outcomes, including goals that address the needs of student groups as identified through the needs assessment
2. Evidence-based strategies, actions, or services
3. Proposed expenditures based on the projected resource allocation from the district to address the findings of the needs assessment, including identifying resource inequities, which may include a review of the district's budgeting, the LCAP, and school-level budgeting, if applicable

SCHOOL PLANS/SITE COUNCILS (continued)

In addition to meeting the requirements common to all applicable school plans, the SPSA shall address any content required by law for each individual categorical program in which the school participates.

The school site council shall approve the proposed SPSA at a meeting for which public notice has been posted. Whenever there are material revisions to the SPSA which affect the academic programs for students participating in applicable programs, the SPSA shall be submitted to the Governing Board for review and approval at a regularly scheduled Board meeting. (Education Code 35147, 64001)

The school site council shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the principal or designee shall evaluate results of improvement efforts and report to the Board, school site council, and other interested parties regarding progress toward school goals.

The school site council may amend the SPSA at any time through the same process required for the annual update of the plan.

COMPREHENSIVE SAFETY PLAN

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.7 - Firearms on School Grounds)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.41 - Use of Seclusion and Restraint)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall oversee the development of a districtwide comprehensive safety plan that is applicable to each school site. (Education Code 32281)

COMPREHENSIVE SAFETY PLAN (continued)

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

(cf. 0500 - Accountability)

(cf. 9320 - Meetings and Notices)

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Access to Safety Plan(s)

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

(cf. 1340 - Access to District Records)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

COMPREHENSIVE SAFETY PLAN (continued)

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32260-32262 Interagency School Safety Demonstration Act of 1985
32270 School safety cadre
32280-32289 School safety plans
32290 Safety devices
35147 School site councils and advisory committees
35183 School dress code; uniforms
35291 Rules
35291.5 School-adopted discipline rules
41020 Annual audits
48900-48927 Suspension and expulsion
48950 Speech and other communication
49079 Notification to teacher; student act constituting grounds for suspension or expulsion
67381 Violent crime

GOVERNMENT CODE

54957 Closed session meetings for threats to security

PENAL CODE

422.55 Definition of hate crime
626.8 Disruptions
11164-11174.3 Child Abuse and Neglect Reporting Act

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

CODE OF REGULATIONS, TITLE 5

11987-11987.7 School Community Violence Prevention Program requirements
11992-11993 Definition, persistently dangerous schools

UNITED STATES CODE, TITLE 20

7111-7122 Student Support and Academic Enrichment Grants
7912 Transfers from persistently dangerous schools

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Management Resources: (see next page)

COMPREHENSIVE SAFETY PLAN (continued)

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, rev. 2011

Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

FEDERAL BUREAU OF INVESTIGATION PUBLICATIONS

Uniform Crime Reporting Handbook, 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007

U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004

WEB SITES

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

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lss>

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Healthy Kids Survey: <http://chks.wested.org>

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

Federal Bureau of Investigation: <http://www.fbi.gov>

National Center for Crisis Management: <http://www.schoolcrisisresponse.com>

National School Safety Center: <http://www.schoolsafety.us>

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

U.S. Secret Service, National Threat Assessment Center: <http://www.secretservice.gov/protection/ntac>

COMPREHENSIVE SAFETY PLAN

Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council shall also consult with other school site councils and safety committees. (Education Code 32281, 32282)

(cf. 0420 - School Plans/Site Councils)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
5. Other members, if desired

(cf. 1220 - Citizen Advisory Committees)

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

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent organization at the school, including the parent teacher association and parent teacher clubs

(cf. 1230 - School-Connected Organizations)

COMPREHENSIVE SAFETY PLAN (continued)

4. A representative of each teacher organization at the school

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

5. A representative of the school's student body government

6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

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

Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

(cf. 0500 - Accountability)

(cf. 0510 - School Accountability Report Card)

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Routine and emergency disaster procedures including, but not limited to:

- a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act

(cf. 6159 - Individualized Education Program)

COMPREHENSIVE SAFETY PLAN (continued)

- b. An earthquake emergency procedure system in accordance with Education Code 32282

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

- c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 1330 - Use of School Facilities)

(cf. 3516.1 - Fire Drills and Fires)

(cf. 3516.2 - Bomb Threats)

(cf. 3516.5 - Emergency Schedules)

(cf. 3543 - Transportation Safety and Emergencies)

- 3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

- 4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

(cf. 4158/4258/4358 - Employee Security)

- 5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4

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

(cf. 1312.3 - Uniform Complaint Procedures)

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

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

- 6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"

(cf. 5132 - Dress and Grooming)

COMPREHENSIVE SAFETY PLAN (continued)

7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school

(cf. 5142 - Safety)

8. A safe and orderly school environment conducive to learning

(cf. 5137 - Positive School Climate)

9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

(cf. 5144 - Discipline)

10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

Among the strategies for providing a safe environment, the comprehensive safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

(cf. 5138 - Conflict Resolution/Peer Mediation)

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

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5131 - Conduct)

3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.8 - Comprehensive Health Education)

COMPREHENSIVE SAFETY PLAN (continued)

4. Parent involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus

(cf. 1240 - Volunteer Assistance)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.61 - Drug Testing)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

7. District policy related to possession of firearms and ammunition on school grounds

(cf. 3515.7 - Firearms on School Grounds)

8. Measures to prevent or minimize the influence of gangs on campus

(cf. 5136 - Gangs)

9. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

(cf. 5116.1 - Intradistrict Open Enrollment)

10. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

(cf. 3530 - Risk Management/Insurance)

(cf. 5112.5 - Open/Closed Campus)

(cf. 5131.5 - Vandalism and Graffiti)

COMPREHENSIVE SAFETY PLAN (continued)

11. Guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:
 - a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
 - b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
 - c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity
12. Strategies for suicide prevention and intervention
(cf. 5141.52 - Suicide Prevention)
13. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff
(cf. 3515.2 - Disruptions)
14. Crisis prevention and intervention strategies, which may include the following:
 - a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate
(cf. 3515.5 - Sex Offender Notification)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.41 - Use of Seclusion and Restraint)
 - b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
 - c. Assignment of staff members responsible for each identified task and procedure

COMPREHENSIVE SAFETY PLAN (continued)

- d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
- e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

(cf. 1112 - Media Relations)

(cf. 9010 - Public Statements)

- f. Development of a method for the reporting of violent incidents
- g. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

- 15. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

- 16. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants

(cf. 3510 - Green School Operations)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3514.2 - Integrated Pest Management)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0415 - Equity)

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)
(cf. 4140/4240/4340 - Bargaining Units)
(cf. 6020 - Parent Involvement)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Technical Assistance/Intervention

At its discretion, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in identifying district strengths and weaknesses in regard to state priorities, which includes the review of performance data on the state and local indicators included in the Dashboard and other relevant local data, and in identifying effective, evidence-based programs or practices that address any areas of weakness.
2. Assistance from an academic, programmatic, or fiscal expert, or team of experts, in identifying and implementing effective programs and practices that are designed to improve performance in any identified areas of weakness. The district may engage other service providers, including, but not limited to, other school districts, county offices of education, or charter schools, to provide such assistance.

In the event that the County Superintendent requires the district to receive technical assistance based on one or more numerically significant student subgroups meeting the criteria established pursuant Education Code 52064.5, the Board shall work with the County Superintendent, or another service provider at district expense, and shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items #1-2 above or substantially similar activities. (Education Code 52071)

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)

If the SPI identifies the district as needing intervention, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: (Education Code 52072)

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Legal Reference:

EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 Learning Communities for School Success Program; grants for LCAP implementation

41020 Audits

41320-41322 Emergency apportionments

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

64001 Single plan for student achievement

99300-99301 Early Assessment Program

WELFARE AND INSTITUTIONS CODE

300 Dependent child of the court

CODE OF REGULATIONS, TITLE 5

15494-15497 Local control and accountability plan and spending requirements

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

6826 Title III funds, local plans

Management Resources: (see next page)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Management Resources:

CSBA PUBLICATIONS

The California School Dashboard and Small Districts, October 2018

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016

LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

California School Dashboard

LCFF Frequently Asked Questions

Local Control and Accountability Plan and Annual Update (LCAP) Template

Family Engagement Framework: A Tool for California School Districts, 2014

California Career Technical Education Model Curriculum Standards, 2013

California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013

California Common Core State Standards: Mathematics, rev. 2013

California English Language Development Standards, 2012

WEB SITES

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

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

California School Dashboard: <http://www.caschooldashboard.org>

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Goals and Actions Addressing State and Local Priorities

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:

- a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

- b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Learners)

- c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6020 - Parent Involvement)

(cf. 6173.1 - Education for Foster Youth)

- d. Student achievement, as measured by all of the following as applicable:

- (1) Statewide assessments of student achievement

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

- (2) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692
- (3) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
- (4) The English learner reclassification rate
- (5) The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher
- (6) The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

(cf. 0500 - Accountability)
(cf. 6141.5 - Advanced Placement)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6178 - Career Technical Education)

- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6146.1 - High School Graduation Requirements)

- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

(cf. 5137 - Positive School Climate)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

(cf. 6143 - Courses of Study)

(cf. 6159 - Individualized Education Program)

- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

- 2. Any goals identified for any local priorities established by the Board.

(cf. 0200 - Goals for the School District)

- 3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

Increase or Improvement in Services for Unduplicated Students

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

Availability of the Plan

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52065)

(cf. 1113 - District and School Web Sites)

CITIZEN ADVISORY COMMITTEES

Committee Charge

When committees are appointed, committee members shall receive written information which includes, but is not limited to:

1. The committee members' names
2. The procedure to be used in the selection of the committee chairperson and other committee officers
3. The name(s) and contact information of staff member(s) assigned to support the work of the committee
4. The goals and specific charge(s) of the committee, including its topic(s) for study
5. The specific period of time that the committee is expected to serve
6. Legal requirements regarding meeting conduct and public notifications
7. Resources available to help the committee perform its tasks
8. Timelines for progress reports and/or final report
9. Relevant Board policies and administrative regulations

Committees Subject to Brown Act Requirements

Brown Act requirements pertaining to open meetings, notices, and public participation pursuant to Government Code 54950-54963 shall be complied with by any committee created by formal action of the Governing Board, including, but not limited to, the following:

1. Advisory committee established pursuant to Education Code 56190-56194 related to special education

(cf. 0430 - Comprehensive Local Plan for Special Education)

2. Advisory committee established pursuant to Education Code 8070 related to career technical education

(cf. 6178 - Career Technical Education)

3. Committee established to assist in development of a student wellness policy pursuant to 42 USC 1758b

(cf. 5030 - Student Wellness)

CITIZEN ADVISORY COMMITTEES (continued)

4. Committee established pursuant to Education Code 17387-17391 related to the use or disposition of excess real property

(cf. 3280 - Sale or Lease of District-Owned Real Property)

5. Citizens' oversight committee established to examine the expenditure of general obligation bond or school facilities improvement bond revenues passed with a 55 percent majority of the voters pursuant to Education Code 15278 and 15359.3

(cf. 7213 - School Facilities Improvement Districts)

(cf. 7214 - General Obligation Bonds)

(cf. 9130 - Board Committees)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

(cf. 9323 - Meeting Conduct)

Committees Not Subject to Brown Act Requirements

The following committees shall comply with procedural meeting requirements established in Education Code 35147:

1. Parent advisory committee and English learner parent advisory committee established pursuant to Education Code 52063 to review and comment on the local control and accountability plan

(cf. 0460 - Local Control and Accountability Plan)

2. School site councils established pursuant to Education Code 65000-65001 to develop and approve a school plan for student achievement

(cf. 0420 - School Plans/Site Councils)

3. District or school advisory committees established pursuant to Education Code 52176 related to programs for English learners

(cf. 6174 - Education for English Learners)

4. School advisory committees established pursuant to Education Code 54425(b) related to compensatory education

(cf. 6171 - Title I Programs)

5. Any district advisory committee established pursuant to Education Code 54444.2 related to migrant education programs

CITIZEN ADVISORY COMMITTEES (continued)

(cf. 6175 - Migrant Education Program)

6. School committees established pursuant to Education Code 11503 related to parent involvement

(cf. 6020 - Parent Involvement)

Meetings of the above councils or committees shall be open to the public, and any member of the public shall have the opportunity to address the council or committee during the meeting on any item within its jurisdiction. Notice of the meeting shall be posted at the school site or other appropriate accessible location at least 72 hours before the meeting, specifying the date, time, and location of the meeting and containing an agenda that describes each item of business to be discussed or acted upon. (Education Code 35147)

The above councils or committees shall not take action on any item not listed on the agenda unless all members present unanimously find that there is a need to take immediate action and that this need came to the council's or committee's attention after the agenda was posted. In addition to addressing items on the agenda, members of the council, committee, or public may ask questions or make brief statements that do not have a significant effect on district students or employees or that can be resolved solely by providing information. (Education Code 35147)

Any council or committee violating the above procedural requirements must, at the demand of any person, reconsider the item at the next meeting, first allowing for public input on the item. (Education Code 35147)

Any materials provided to a council or committee shall be made available to any member of the public upon request pursuant to the California Public Records Act, Government Code 6250-6270. (Education Code 35147)

(cf. 1340 - Access to District Records)

Committees Created by Superintendent

Committees which are created by the Superintendent or designee to advise the administration, do not report to the Board, and are not specified in Education Code 35147 shall not be subject to the requirements of the Brown Act or Education Code 35147.

(cf. 2230 - Representative and Deliberative Groups)

UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$60,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
2. Contracts for public projects of \$200,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
 - a. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain further information about the project, and states the time and place for the submission of bids. This notice shall be disseminated by mail, fax, or email to either or both of the following:
 - (1) All contractors on a list of qualified contractors maintained by the district for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due
 - (2) All construction trade journals identified pursuant to Public Contract Code 22036
 - b. The district shall review the informal bids that were submitted and award the contract, except that:
 - (1) If all bids received through the informal process are in excess of \$200,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at \$212,500 or less and the Board determines the district's cost estimate is reasonable.
 - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
3. Public projects of more than \$200,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
 - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

(continued)

- (1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.
- (2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

- (1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.
- (2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.
- (3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

(cf. 3311 - Bids)

TRANSPORTATION SAFETY AND EMERGENCIES

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2018 (SB 840, Ch. 29, Statutes of 2018) extends the suspension of these requirements through the 2018-19 fiscal year. As a result, certain provisions of the following administrative regulation related to transportation safety plans and safety instruction for students may be suspended.

Each day, prior to driving a school bus, each school bus driver shall inspect the bus to ensure that it is in safe operating condition and equipped as required by law and that all equipment is in good working order. At the completion of each day's work, the driver shall prepare and sign a written report of the condition of the equipment specified in 13 CCR 1215. The report shall indicate any defect or deficiency discovered by or reported to the driver which would affect safe operation or result in mechanical breakdown of the bus. If no defect or deficiency is discovered or reported, the driver shall so indicate on the report. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the bus. (13 CCR 1215)

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

Passenger Restraint Systems

The Superintendent or designee shall ensure that any school bus or student activity bus which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus designed for carrying more than 16 passengers and the driver, and was manufactured on or after July 1, 2005
2. Is a Type 2 school bus or student activity bus designed for carrying 16 or fewer passengers and the driver, or for carrying 20 or fewer passengers and the driver if the bus has a manufacturer's vehicle weight rating of 10,000 pounds or less, and was manufactured on or after July 1, 2004

The Superintendent or designee shall prioritize the allocation of school buses purchased, leased, or contracted to ensure that elementary students receive first priority for new school buses equipped with passenger restraint systems whenever feasible.

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Bus drivers shall be instructed regarding procedures to enforce the proper use of the passenger restraint system. Students who fail to follow instructions of the bus driver may be subject to discipline, including suspension of riding privileges, in accordance with Board policy and administrative regulations.

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

(cf. 5131.1 - Bus Conduct)

(cf. 5144 - Discipline)

Fire Extinguishers

Each school bus shall be equipped with at least one fire extinguisher, located in the driver's compartment, which meets the standards specified in law. In addition, a wheelchair school bus shall have another fire extinguisher placed at the wheelchair loading door or emergency exit. All fire extinguishers shall be regularly inspected and serviced in accordance with regulations adopted by the State Fire Marshal. (Education Code 39838; 13 CCR 1242; 19 CCR 574-575.3)

Child Safety Alert System

In accordance with Vehicle Code 28160, each school bus or student activity bus shall be equipped with an operational child safety alert system at the interior rear of the bus that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

A student activity bus that does not have a child safety alert system may be used only if all of the following apply: (Vehicle Code 28160)

1. The student activity bus is not used exclusively to transport students.
2. When the student activity bus is used to transport students, the students are accompanied by at least one adult chaperone selected by a school official. If an adult chaperone is not a school employee, the chaperone shall meet the requirements for a school volunteer.

(cf. 1240 - Volunteer Assistance)

3. One adult chaperone has a list of every student and adult chaperone, including a school employee, who is on the student activity bus at the time of departure.
4. The driver has reviewed all safety and emergency procedures before the initial departure, and the driver and adult chaperone have signed a form, with the time and date, acknowledging that the safety plan and procedures were reviewed.
5. Immediately before departure from any location, the adult chaperone shall account for each student on the list of students, verify the number of students to the driver, and sign a form indicating that all students are present or accounted for.

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

6. After students have exited a student activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms, to ensure that the bus is vacant.
7. The driver shall sign a form with the time and date verifying that all required procedures have been followed.
8. The information required to be recorded pursuant to items #4, 5, and 7 may be recorded on a single form and shall be retained by the district for a minimum of two years.

Electronic Communications Devices

A bus driver is prohibited from driving a school bus or student activity bus while using a wireless telephone or other electronic wireless communications device except for work-related or emergency purposes, including, but not limited to, contacting a law enforcement agency, health care provider, fire department, or other emergency service agency or entity. In any such permitted situation, the driver shall only use a wireless telephone or device that is specifically designed and configured to allow voice-operated and hands-free operation or a function that requires only a single swipe or tap of the driver's finger provided the device is mounted on the windshield, dashboard, or center console of the bus. (Vehicle Code 23123.5, 23125)

Safe Bus Operations

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. (Education Code 39834)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips may discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

Unauthorized Entry

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

(cf. 3515.2 - Disruptions)

Transportation Safety Plan for Boarding and Exiting Buses

The Superintendent or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students. The plan shall address all of the following: (Education Code 39831.3)

1. Determination of whether students in grades prekindergarten through 8 require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112
2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops
3. Boarding and exiting a school bus at a school or other trip destination
4. Procedures to ensure that a student is not left unattended on a school bus, student activity bus, or, if applicable, youth bus
5. Procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol (CHP). (Education Code 39831.3)

Parental Notifications

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not previously been transported in a district school bus or student activity bus. This information shall be provided upon registration and shall contain: (Education Code 39831.5)

1. A list of school bus stops near each student's home
2. General rules of conduct at school bus loading zones
3. Red light crossing instructions
4. A description of the school bus danger zone
5. Instructions for safely walking to and from school bus stops

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

(cf. 5145.6 - Parental Notifications)

Student Instruction

Students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety as follows: (Education Code 39831.5; 5 CCR 14102)

1. Each year, all students who receive home-to-school transportation in a school bus shall be provided appropriate instruction in safe riding practices and emergency evacuation drills.
2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to:
 - a. Proper loading and unloading procedures, including escorting by the driver
 - b. How to safely cross the street, highway, or private road
 - c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use
 - d. Proper passenger conduct
 - e. Bus evacuation procedures
 - f. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit.

Each time the above instruction is given, the following information shall be documented:

- a. District name
- b. School name and location

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

- c. Date of instruction
- d. Names of supervising adults
- e. Number of students participating
- f. Grade levels of students
- g. Subjects covered in instruction
- h. Amount of time taken for instruction
- i. Bus driver's name
- j. Bus number
- k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the CHP.

(cf. 3580 - District Records)

3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to, the location of emergency exits and the location and use of emergency equipment. This instruction also may include responsibilities of passengers seated next to an emergency exit.

Bus Accidents

In the event of a school bus accident, the driver shall immediately notify the CHP and the Superintendent or designee. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)

The Superintendent or designee shall maintain a report of each accident that occurred on public or private property involving a school bus with students aboard. The report shall contain pertinent details of the accident and shall be retained for 12 months from the date of the accident. If the accident was not investigated by the CHP, the Superintendent or designee shall forward a copy of the report to the local CHP within five work days of the date of the accident. (13 CCR 1234)

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

Legal Reference:

EDUCATION CODE

39830-39843 Transportation, school buses

39860 Contract for transportation; requirement that student not be left unattended

51202 Instruction in personal and public health and safety

PENAL CODE

241.3 Assault against school bus driver

243.3 Battery against school bus driver

VEHICLE CODE

415 Definition of motor vehicle

545-546 Definition of school bus and student activity bus

22112 Loading and unloading passengers

23123.5 Use of wireless telephone or communications device while driving; exceptions

23125 Use of wireless telephone prohibited while driving school bus

27316-27316.5 Passenger restraint systems

28160 Child safety alert system

34500 California Highway Patrol responsibility to regulate safe operation of school buses

34501.5 California Highway Patrol responsibility to adopt rules re: safe operation of school buses

34501.6 School buses; reduced visibility

34508 California Highway Patrol responsibility to adopt rules re: equipment and bus operations

CODE OF REGULATIONS, TITLE 5

14100-14105 School buses and student activity buses

CODE OF REGULATIONS, TITLE 13

1200-1294 Motor carrier safety

2480 Airborne toxic control measure; limitation on bus idling

CODE OF REGULATIONS, TITLE 19

574-575.3 Inspection and maintenance of fire extinguishers

CODE OF FEDERAL REGULATIONS, TITLE 49

571.1-571.500 Motor vehicle standards, including school buses

Management Resources: (see next page)

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Passenger Restraints Frequently Asked Questions

WEB SITES

American School Bus Council: <http://www.americanschoolbuscouncil.org>

California Association of School Business Officials: <http://www.casbo.org>

California Association of School Transportation Officials: <http://www.castoways.org>

California Department of Education, Office of School Transportation: <http://www.cde.ca.gov/ls/tn>

California Highway Patrol: <http://www.chp.ca.gov>

National Transportation Safety Board: <http://www.nts.gov>

U.S. Department of Transportation, National Highway Traffic Safety Administration:
<http://www.nhtsa.dot.gov>

CLASSIFIED PERSONNEL

Exemption from Classified Service

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106)

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

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4212 - Appointment and Conditions of Employment)

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

Individuals hired solely for the following purposes shall not be part of the classified service: (Education Code 45103)

1. Substitute or short-term employees who are employed and paid for fewer than 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day
2. Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment
3. Full-time students employed part time
4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district pursuant to Education Code 51760-51769.5 that is financed by state or federal funds

CLASSIFIED PERSONNEL (continued)

Restricted Positions

Persons employed in restricted positions pursuant to Education Code 45105 or 45108 shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code 45272 and 45273 related to promotional examinations and the filling of vacancies, and shall not acquire permanent status or seniority credit. Such persons shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service and satisfactorily completing the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)

ABSENCES AND EXCUSES**Excused Absences**

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)

(cf. 5112.2 - Exclusions from Attendance)

3. Medical, dental, optometrical, or chiropractic appointment (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205)

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided by law (Education Code 48205)
6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)

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

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Appearance in court
 - b. Attendance at a funeral service
 - c. Observance of a religious holiday or ceremony
 - d. Attendance at religious retreats for no more than four hours per semester
 - e. Attendance at an employment conference
 - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

ABSENCES AND EXCUSES (continued)

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

(cf. 6142.3 - Civic Education)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

(cf. 6173.2 - Education of Children of Military Families)

10. Attendance at a naturalization ceremony to become a United States citizen (Education Code 48205)
11. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school (Education Code 46014)

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

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

(cf. 6112 - School Day)

12. Work in the entertainment or allied industry (Education Code 48225.5)

Such absence shall be excused provided that the student holds a work permit authorizing such work and is absent for a period of not more than five consecutive days and up to five absences per school year. (Education Code 48225.5)

13. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

ABSENCES AND EXCUSES (continued)

14. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, *immediate family* means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence

(cf. 5113.11 - Attendance Supervision)

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.

ABSENCES AND EXCUSES (continued)

4. Physician's verification.
 - a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.
 - b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

(cf. 5113.1 - Chronic Absence and Truancy)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)
2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)
3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5145.6 - Parental Notifications)

(cf. 6154 - Homework/Makeup Work)

USE OF SECLUSION AND RESTRAINT

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except to the limited extent authorized by law.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

(cf. 3515.3 - District Police/Security Department)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

USE OF SECLUSION AND RESTRAINT (continued)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

(cf. 5144 - Discipline)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room
3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places his/her body weight against the student's torso or back
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face
5. Place a student in a facedown position with the student's hands held or restrained behind the student's back
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

(cf. 5131.4 - Student Disturbances)

(cf. 5131.7 - Weapons and Dangerous Instruments)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which

USE OF SECLUSION AND RESTRAINT (continued)

the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

Legal Reference:

EDUCATION CODE

49001 Prohibition against corporal punishment

49005-49006.4 Seclusion and restraint

56520-56525 Behavioral interventions, students with disabilities, especially:

56521.1 Emergency interventions when behavior poses threat to student or others

56521.2 Prohibited interventions

GOVERNMENT CODE

6250-6270 California Public Records Act

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

Management Resources: (see next page)

USE OF SECLUSION AND RESTRAINT (continued)

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Restraint and Seclusion: Resource Document, May 2012

WEB SITES

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

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

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, suicide prevention experts, local health agencies, mental health professionals, and community organizations.

(cf. 1220 - Citizen Advisory Committees)

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

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

SUICIDE PREVENTION (continued)

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
6. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

Legal Reference: (see next page)

SUICIDE PREVENTION (continued)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Children's Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

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

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

Preventing Suicide: A Toolkit for High Schools, 2012

WEB SITES

American Association of Suicidology: <http://www.suicidology.org>

American Foundation for Suicide Prevention: <https://afsp.org>

American Psychological Association: <http://www.apa.org>

American School Counselor Association: <https://www.schoolcounselor.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Suicide Prevention Program:

<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <https://www.nasponline.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

SUICIDE PREVENTION

Student identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

SUICIDE PREVENTION (continued)

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

7. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services is being processed

8. District procedures for responding after a suicide has occurred

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
2. Develop coping and resiliency skills and self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.6 - School Health Services)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Guidance/Counseling Services)

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

SUICIDE PREVENTION (continued)

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal or school counselor, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

School employees shall act only within the authorization and scope of their credential or license. An employee is not authorized to diagnose or treat mental illness unless specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5141 - Health Care and Emergencies)

SUICIDE PREVENTION (continued)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

SUICIDE PREVENTION (continued)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

DISCIPLINE

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.5 - Student Success Teams)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3553 - Free and Reduced Price Meals)

DISCIPLINE (continued)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

(cf. 5131.41 - Use of Seclusion and Restraint)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

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

(cf. 0415 - Equity)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

DISCIPLINE (continued)

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Legal Reference:

EDUCATION CODE

32280-32289 *School safety plans*

35146 *Closed sessions*

35291 *Rules*

35291.5-35291.7 *School-adopted discipline rules*

37223 *Weekend classes*

44807.5 *Restriction from recess*

48900-48926 *Suspension and expulsion*

48980-48985 *Notification of parent/guardian*

49005-49006.4 *Seclusion and restraint*

49330-49335 *Injurious objects*

49550-49564.5 *Meals for needy students*

52060-52077 *Local control and accountability plan*

CIVIL CODE

1714.1 *Parental liability for child's misconduct*

CODE OF REGULATIONS, TITLE 5

307 *Participation in school activities until departure of bus*

353 *Detention after school*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities Education Act*

UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

1751-1769j *School Lunch Program*

1773 *School Breakfast Program*

Management Resources: (see next page)

DISCIPLINE (continued)

Management Resources:

CSBA PUBLICATIONS

Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015

The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-

Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

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

Public Counsel: <http://www.fixschooldiscipline.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

DISCIPLINE**Site-Level Rules**

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

(cf. 3515.3 - District Police/Security Department)

5. For junior high and high schools, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and parents/guardians

DISCIPLINE (continued)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and parents/guardians

(cf. 6164.5 - Student Success Teams)

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education under Section 504)

5. Enrollment in a program for teaching prosocial behavior or anger management
6. Participation in a restorative justice program
7. A positive behavior support approach with tiered interventions that occur during the school day on campus
8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably
9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner
10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

(cf. 5148.2 - Before/After School Programs)

DISCIPLINE (continued)

11. Recess restriction as provided in the section below entitled "Recess Restriction"
12. Detention after school hours as provided in the section below entitled "Detention After School"
13. Community service as provided in the section below entitled "Community Service"
14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

(cf. 6145 - Extracurricular/Cocurricular Activities)

15. Reassignment to an alternative educational environment

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

(cf. 5125 - Student Records)

Recess Restriction

Teachers may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.

DISCIPLINE (continued)

3. The student's teacher shall inform the principal of any recess restrictions imposed.

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

(cf. 6176 - Weekend/Saturday Classes)

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)

DISCIPLINE (continued)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

MARRIED/PREGNANT/PARENTING STUDENTS

The Governing Board recognizes that responsibilities related to marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6164.5 - Student Success Teams)

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

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

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

(cf. 5145.6 - Parental Notifications)

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6200 - Adult Education)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6183 - Home and Hospital Instruction)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

(cf. 5148 - Child Care and Development)

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

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

(cf. 5030 - Student Wellness)

4. Health care services, including prenatal care

(cf. 5141.6 - School Health Services)

5. Tobacco, alcohol, and/or drug prevention and intervention services

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

6. Academic and personal counseling

(cf. 6164.2 - Guidance/Counseling Services)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

(cf. 5113.11 - Attendance Supervision)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600-4670)

(cf. 1312.3 - Uniform Complaint Procedures)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Legal Reference:

EDUCATION CODE

221.51 Nondiscrimination; married, pregnant, and parenting students

222 Reasonable accommodations; lactating students

222.5 Pregnant and parenting students, notification of rights

230 Sex discrimination

8200-8498 Child Care and Development Services Act

46015 Parental leave

48205 Excused absences

48206.3 Temporary disability, definition

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

48980 Parental notifications

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

CIVIL CODE

51 Unruh Civil Rights Act

FAMILY CODE

7002 Description of emancipated minor

HEALTH AND SAFETY CODE

104460 Tobacco prevention services for pregnant and parenting students

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

CODE OF REGULATIONS, TITLE 22

101151-101239.2 General licensing requirements for child care centers

101351-101439.1 Infant care centers

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42

1786 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 7

246.1-246.28 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

ATTORNEY GENERAL OPINIONS

87 *Ops.Cal.Atty.Gen.* 168 (2004)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources: (see next page)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Management Resources:

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS

Pregnant Students and Confidential Medical Services, 2013

Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012

The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

WEB SITES

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

California Women's Law Center: <http://www.cwlc.org>

U.S. Department of Agriculture, Women, Infants, and Children Program: <http://www.fns.usda.gov/wic>

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

EDUCATION OF CHILDREN OF MILITARY FAMILIES

Definitions

Children of military families are school-aged children in the household of: (Education Code 49701)

1. Members who are in full-time duty status in the active uniformed service of the United States, including any member of the National Guard and Reserve on active duty order pursuant to 10 USC 1209 or 1211
2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired, for one year after their medical discharge or retirement
3. Members of the uniformed services who have died while on active duty or as a result of injuries sustained on active duty, for one year after their death

Enrollment and Residency

The Superintendent or designee shall facilitate the enrollment of children of military families and ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements. (Education Code 49701)

A child of a military family shall be deemed to meet district residency requirements if the parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. The Superintendent or designee shall accept electronic submission of such a student's application for enrollment, including enrollment in a specific school or program within the district, and for course registration. (Education Code 48204.3)

(cf. 5111.1 - District Residency)

When a child of a military family is transferring into the district, the Superintendent or designee shall enroll the student based on unofficial education records, if official records are not yet available. Upon enrollment, the Superintendent or designee shall immediately request the student's official records from the student's previous district. The Superintendent or designee shall allow the student 30 days from the date of enrollment to obtain all required immunizations. (Education Code 49701)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

(cf. 5141- Health Care and Emergencies)

(cf. 5141.31- Immunizations)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

A child of a military family shall be allowed to continue attending the school of origin, regardless of any change of residence of the family during that school year, for the duration of the student's status as a child of a military family. (Education Code 48204.6)

To provide a child of a military family the benefit of matriculating with peers in accordance with the established feeder patterns of the district, the following shall apply: (Education Code 48204.6)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the school district of origin in the same school attendance areas.
2. If the student is transitioning to a middle or high school and the school designated for matriculation is in another district, the student shall be allowed to continue to the school designated for matriculation in that school district.

The principal or designee of the new school shall ensure that the student is immediately enrolled even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history pursuant to Health and Safety Code 120325-120480, proof of residency, other documentation, or school uniforms. (Education Code 48204.6)

If the student's status changes during a school year due to the end of military service of the student's parent/guardian, the following shall apply: (Education Code 48204.6)

1. If the student is in grades K-8, the student shall be allowed to continue attending the school of origin through the duration of that academic school year.
2. If the student is in high school, the student shall be allowed to continue attending the school of origin through graduation.

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district, if the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

(cf. 5117 - Interdistrict Attendance)

When a child of a military family is transferring out of the district, the Superintendent or designee shall provide the student's parents/guardians with a complete set of the student's records or, if the official student record cannot be released, an unofficial or "hand-carried" record. Upon request from the new district, the Superintendent or designee shall provide a copy of the student's record to the new district within 10 days. (Education Code 49701)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)**Transportation**

The Superintendent or designee may, but is not required to, provide transportation to enable a child of a military family to attend the school of origin or to matriculate to a feeder school as described above, except when indicated in the individualized education program (IEP) of a student with a disability or otherwise required by federal law. (Education Code 48204.6)

Placement

Whenever a student's parent/guardian is serving on active duty or has been discharged from military service within the last year and the student transfers to a new school as the direct result of the military transfer or discharge, the Superintendent or designee may, prior to the receipt of official transcript(s) or the arrival of the student, review the student's coursework to date, including any unofficial transcript(s), to determine the appropriate placement of the student in classes. The evaluation shall also include communication with school counselors and teachers at the former school by videoconferencing, email, and/or telephone calls. (Education Code 51251)

The Superintendent or designee shall initially honor the placement of any child of a military family in educational courses and programs based on the student's enrollment and/or assessment in the previous school. The Superintendent or designee may, to the extent permitted by Board policy, waive course or program prerequisites, preconditions, and/or application deadlines when making decisions regarding placement of children of military families and their eligibility for extracurricular academic, athletic, and social activities. (Education Code 49701)

(cf. 6141.5 - Advanced Placement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Learners)

When a child of a military family transferring into the district has been identified as an individual with a disability pursuant to 20 USC 1400-1482, the Superintendent or designee shall provide comparable services based on the student's current IEP. In addition, when the child of a military family transferring into the district is eligible for services under Section 504 of the federal Rehabilitation Act, the Superintendent or designee shall make reasonable accommodations and modifications to address the needs of the student subject to the student's existing Section 504 plan. The district may authorize subsequent evaluations of the student to ensure appropriate placement. (Education Code 49701)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

Transfer of Coursework and Credits

When a child of a military family transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a nonpublic, nonsectarian school or agency, or a juvenile court school and shall not require the student to retake the course. (Education Code 51225.2)

(cf. 6146.3 - Reciprocity of Academic Credit)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

If the student did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall be required to take only the portion of the course not completed at the previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the student's parent/guardian, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.

In no event shall the district prevent a child of a military family from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

(cf. 6143 - Courses of Study)

Absences

When a student's parent/guardian is an active duty member and is called to duty for, is on leave from, or is immediately returned from deployment to a combat zone or to combat support posting, the Superintendent or designee may grant additional excused absences to the student to visit with the parent/guardian. (Education Code 49701)

(cf. 5113 - Absences and Excuses)

Graduation Requirements

To obtain a high school diploma, a child of a military family shall complete all courses required by Education Code 51225.3 and shall generally fulfill any additional graduation requirements prescribed by the Governing Board.

(cf. 6146.1 - High School Graduation Requirements)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

However, when a child of a military family who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements that are in addition to the statewide coursework requirements specified in Education Code 51225.2, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the student's transfer, the Superintendent or designee shall notify the student and parent/guardian of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student no longer meets the definition of a child of a military family pursuant to Education Code 49701. (Education Code 51225.1)

To determine whether a child of a military family is in the third or fourth year of high school, the district shall use either the number of credits earned as of the date of the transfer or the length of school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any child of a military family who is granted an exemption and the student's parent/guardian how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a child of a military family to transfer schools in order to qualify for an exemption, and no child of a military family or parent/guardian shall be permitted to request a transfer solely to qualify for an exemption. (Education Code 51225.1)

If a child of a military family is exempted from local graduation requirements, the exemption shall continue to apply after the student no longer meets the definition of a child of a military family while enrolled in school or upon transfer to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a child of a military family is reasonably able to complete district graduation requirements within a fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the student's parent/guardian of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

2. Provide information to the student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the student, or with the parent/guardian if the student is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Notification and Complaints

Information regarding the educational rights of children of military families, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of children of military families, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

MIGRANT EDUCATION PROGRAM

The Governing Board desires to provide a comprehensive program for migrant students that attempts to mitigate the impact of educational disruption, cultural and language barriers, social isolation, health-related problems, and other factors that may inhibit their ability to succeed in school. The district shall make use of available funds to provide supplementary services for migrant students.

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

(cf. 0415 - Equity)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall cooperate with the regional migrant service center in outreach and identification of eligible migrant students and in the provision of migrant education services. The Superintendent or designee shall also coordinate migrant education services with other programs within the district and with other public agencies that serve migrant workers and their families.

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

(cf. 5141.6 - School Health Services)

(cf. 5147 - Dropout Prevention)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Learners)

The district shall give first priority for services to migrant students who are failing, or are most at risk of failing, to meet state academic standards or have dropped out of school. (20 USC 6394)

(cf. 6011 - Academic Standards)

The district shall provide services to eligible private school students residing within the district on an equitable basis with participating public school students. (20 USC 7881; 34 CFR 200.87)

The Superintendent or designee shall ensure that each migrant student is placed at the appropriate grade level upon enrollment and is provided services in accordance with an individual needs assessment and learning plan.

The Superintendent or designee shall annually report to the Board regarding student performance on statewide assessments of core academic subjects and English language development, as appropriate, for students enrolled in the district's migrant education program. In addition, the Superintendent or designee shall periodically report to the Board regarding the alignment of district services with the needs of students as identified in student needs assessments conducted pursuant to Education Code 54443.1. As necessary, the Board

MIGRANT EDUCATION PROGRAM (continued)

shall seek technical assistance from the migrant education regional service center and/or make changes in the services provided by the district in order to improve student achievement.

(cf. 0500 - Accountability)

(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference:

EDUCATION CODE

200 Educational equity

220 Prohibition against discrimination

234.7 Student protections relating to immigration and citizenship status

51225.1 Exemption from district graduation requirements

51225.3 High school graduation, course requirements

54440-54445 Migrant education program

CODE OF REGULATIONS, TITLE 5

3080 Application of uniform complaint procedures

4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

6311 Title I state plan

6381-6381k Even Start family literacy program

6391-6399 Education of migrant students

7881 Services for private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.81-200.89 Migrant education program

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

2017 State Service Delivery Plan

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Education of Migratory Children Under Title I, Part C of the Elementary and Secondary Education

Act of 1965, Non-Regulatory Guidance, rev. March 2017

WEB SITES

California Department of Education, Migrant Education Office: <http://www.cde.ca.gov/sp/me>

U.S. Department of Education, Office of Migrant Education:

<http://www.ed.gov/about/offices/list/oese/ome>

West Ed, Migrant Student Information Network: <https://www.wested.org/project/migrant-student-information-network-msin>

MIGRANT EDUCATION PROGRAM**Eligibility**

Students age 3 to 21 years shall be eligible for the district's migrant education program if they, their parents/guardians, or their spouses are migratory agricultural workers or fishers who, in the preceding 36 months, moved into the district due to economic necessity and engaged in new temporary or seasonal employment or personal subsistence in agriculture or fishing. If such employment was not secured soon after the move, students may be considered migrant students if they, their parents/guardians, or their spouses actively sought such new employment and have a recent history of moves for temporary or seasonal agricultural or fishing employment. (20 USC 6399; 34 CFR 200.81)

A student who ceases to be a migrant student during a school term shall be eligible for services until the end of the term. If comparable services are not available through other programs, a student who is no longer migratory may continue to receive services for one additional school year. Students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. (20 USC 6394)

Student Records

The Superintendent or designee shall maintain records documenting the eligibility of students enrolled in the district's migrant education program. However, the district shall not collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining eligibility for migrant education services.

(cf. 5125 - Student Records)

(cf. 5145.13 - Response to Immigration Enforcement)

The Superintendent or designee shall acquire education and health records from migrant students' previous school districts, as appropriate.

When a migrant student transfers to another district, the student's records shall be provided to the receiving district upon request at no cost in order to assist that district in meeting the needs of the student. (20 USC 6398)

Program Components

The migrant education program shall include all of the following components: (Education Code 54443.1)

1. A general needs assessment summarizing the needs of the population to be served
2. A comprehensive program to meet the educational, health, and related needs of participating students which supplements the district program and includes, but is not limited to:

MIGRANT EDUCATION PROGRAM (continued)

- a. Instructional services, including academic, remedial and compensatory, bilingual-crosscultural, and career technical instruction

(cf. 6174 - Education for English Learners)

(cf. 6177 - Summer Learning Programs)

(cf. 6178 - Career Technical Education)

- b. Counseling and career education services

(cf. 6164.2 - Guidance/Counseling Services)

- c. Preschool services in accordance with Education Code 54443

(cf. 5148.3 - Preschool/Early Childhood Education)

- d. Other educational services that are not otherwise available in sufficient quantity or quality to eligible migrant students
- e. The acquisition of instructional materials and equipment necessary to adequately provide the appropriate services
- f. Other related services to meet the special needs of eligible migrant students to enable them to participate effectively in instructional services
- g. The coordination and teaming of existing resources serving migrant students, such as bilingual-crosscultural education, health screening, and compensatory education

(cf. 5141.6 - School Health Services)

(cf. 5147 - Dropout Prevention)

(cf. 6171 - Title I Programs)

- 3. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment, including assessments concurrently provided pursuant to compensatory education, bilingual-crosscultural education, school improvement programs, and other programs serving the student
- 4. A brief individual learning plan listing the services to be provided to each student, which shall be given to the parent/guardian in writing or at a parent/guardian conference, annually and when the student moves to a new district
- 5. Staffing and staff development plans and practices to meet the needs of students and implement the program

MIGRANT EDUCATION PROGRAM (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. Parent/guardian and community involvement as specified in Education Code 54444.2, including, but not necessarily limited to, the establishment of a parent/guardian advisory council to actively involve parents/guardians in planning, operating, and evaluating the district's migrant education program

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

The migrant education program shall provide for the same opportunities for parent/guardian involvement that are provided to parents/guardians for federal Title I programs. (20 USC 6394)

7. Evaluations which include annual student progress and overall program effectiveness and quality control reports

Contingent upon funding, the district shall provide home-based and/or school-based family literacy services to migrant families to enhance literacy levels, parenting skills, and English language skills of parents/guardians.

Summer School

The district shall conduct summer school program(s) for eligible migrant students. The summer school program shall respond to the individual needs of participating students and shall build on and be consistent with the instructional programs offered to these students during the regular school year. Coursework shall be of the same level of difficulty in each subject as that provided to students enrolled in regular classes of instruction within the district in the preceding year. (Education Code 54444.3)

Teachers in the summer school program shall have cultural training or background and understanding of the special needs of migrant students and possess the proper credential for the subjects and grade levels to which they are assigned. (Education Code 54444.3)

The program shall comply with the following requirements for instructional time: (Education Code 54444.3)

1. For kindergarten class, a minimum of 180 minutes per day, including recesses, for not less than 20 instructional days
2. For grades 1-8, a minimum of 200 minutes per day, including recesses and passing time but excluding noon intermissions, for not less than 20 instructional days

MIGRANT EDUCATION PROGRAM (continued)

3. For grades 7-12, a minimum of 240 minutes per day, including passing time but excluding noon intermissions, for not less than 30 instructional days

When district facilities that are suitable for the summer climate are available, the district shall make facilities available at cost to other agencies that request facilities for the operation of migrant summer school programs. When approved by the Superintendent of Public Instruction, the district may jointly offer facilities with a neighboring district to meet the needs of the migrant summer school program for the entire area. (Education Code 54444.3)

Applicability of Graduation Requirements

To obtain a high school diploma, migrant students shall complete all courses required by Education Code 51225.3 and shall generally fulfill any additional graduation requirements prescribed by the Board.

(cf. 6146.1 - High School Graduation Requirements)

However, when a migrant student who has completed the second year of high school transfers into the district or transfers between high schools within the district, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the transfer, the Superintendent or designee shall notify the student and the student's parent/guardian of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student no longer meets the definition of a migrant student. (Education Code 51225.1)

(cf. 5145.6 - Parental Notifications)

To determine whether a migrant student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer or the length of school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any migrant student who is granted an exemption and the student's parent/guardian how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

MIGRANT EDUCATION PROGRAM (continued)

The district shall not require or request a migrant student to transfer schools in order to qualify for an exemption, and no request for a transfer solely to qualify for an exemption shall be made by a migrant student or parent/guardian. (Education Code 51225.1)

If a migrant student is exempted from local graduation requirements, the exemption shall continue to apply after the student no longer meets the definition of a migrant student if the student is still enrolled in school or transfers to another school or district. (Education Code 51225.1)

Upon making a finding that a migrant student is reasonably able to complete district graduation requirements within a fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the student and parent/guardian of the student's option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution
2. Provide information to the student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the student or parent/guardian, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Parent Advisory Council

The parent advisory council shall be comprised of members who are knowledgeable of the needs of migrant students and shall be elected by the parents/guardians of students enrolled in the district's migrant education program. The composition of the council shall be determined by the parents/guardians at a general meeting to which all parents/guardians of participating students shall be invited. The parents/guardians shall be informed, in a language they understand, that they have the sole authority to decide on the composition of the council. (Education Code 54444.2)

At least two-thirds of the advisory council shall consist of parents/guardians of migrant students. (Education Code 54444.2)

All parent/guardian candidates for the council shall be nominated by parents/guardians. Nonparent candidates, such as teachers, administrators, other school personnel, or students, shall be nominated by the groups they represent. All other community candidates shall be nominated by the parents/guardians. (Education Code 54444.2)

MIGRANT EDUCATION PROGRAM (continued)

The parent/guardian advisory council shall meet at least six times during the year and shall: (Education Code 54444.4)

1. Establish program goals, objectives, and priorities
2. Review annual needs assessments, program activities for each school, and individual learning plans
3. Advise on the selection, development, and reassignment of migrant education program staff
4. Participate actively in planning and negotiating program applications and service agreements
5. Perform all other responsibilities required under state and federal laws or regulations

The Superintendent or designee shall establish and implement a training program for advisory council members to enable them to carry out their responsibilities. The training program shall be developed in consultation with the council and shall include appropriate training materials in a language understandable to each member. (Education Code 54444.2)

The Superintendent or designee shall provide the council, without charge, a copy of all applicable state and federal migrant education statutes, rules, regulations, guidelines, audits, monitoring reports, and evaluations. Upon request, these materials also shall be provided without charge to each member of the council. (Education Code 54444.2)

Notification and Complaints

Information regarding the educational rights of migrant students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of migrant students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

HOME AND HOSPITAL INSTRUCTION

A student with a temporary disability which makes school attendance impossible or inadvisable shall be entitled to receive individual instruction at home or in a hospital or other residential health facility, excluding state hospitals. (Education Code 48206.3)

(cf. 5112.2 - Exclusions from Attendance)

Temporary disability means a physical, mental, or emotional disability incurred while a student is enrolled in regular day classes or an alternative education program, and after which the student can reasonably be expected to return to regular day classes or the alternative education program in which the student is enrolled. *Temporary disability* does not include a disability that would qualify a student for special education pursuant to Education Code 56026. (Education Code 48206.3)

(cf. 5141.22 - Infectious Diseases)

(cf. 6158 - Independent Study)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of district students regarding: (Education Code 48206.3, 48208, 48980)

1. The availability of individual instruction for any student with a temporary disability, including information regarding student eligibility for, and the duration of, individual instruction
2. The rights and responsibilities of parents/guardians of any student with a temporary disability pursuant to Education Code 48207 and 48208

(cf. 5145.6 - Parental Notifications)

Parents/guardians shall notify the principal or designee when their child is temporarily disabled and needs individual instruction at home or in a hospital or other residential health facility.

Determination of Student Eligibility

Not later than five working days after receiving notification from a parent/guardian that a student has a temporary disability, the Superintendent or designee shall determine whether the student will be able to receive individual instruction at home or in a hospital or residential health facility. (Education Code 48208)

The Superintendent or designee may require verification through any reasonable means that the student is temporarily disabled and needs individual instruction.

HOME AND HOSPITAL INSTRUCTION (continued)

Provision of Individual Instruction

Individual instruction at a student's home or in a hospital or other residential health facility shall begin no later than five working days after the Superintendent or designee makes the determination that the student is eligible to receive individual instruction. (Education Code 48207.5, 48208)

The district shall be responsible for providing individual instruction to any temporarily disabled student who is in a hospital or other residential health facility located within district boundaries, whether or not the student is enrolled in the district. If the student is enrolled in another district, the Superintendent or designee may enter into an agreement to have the student's district of residence provide the individual instruction. The Superintendent or designee may also enter into an agreement to provide individual instruction to a district student who is in a hospital or other residential health facility located within the boundaries of another district. (Education Code 48208)

(cf. 5111.1 - District Residency)

Whenever the district provides individual instruction to a non-district student who is in a hospital or other residential health facility located within district boundaries, the Superintendent or designee shall, within five working days of the beginning of the individual instruction, provide written notification to the student's district of residence that, effective on the date on which individual instruction began, the district of residence may not count the student for purposes of computing that district's average daily attendance. (Education Code 48208)

A student receiving individual instruction in a hospital or residential health facility for a partial week shall be entitled to attend school or receive individual instruction at home on days in which the student is not receiving individual instruction in the hospital or other residential health facility, if the student is well enough to do so. (Education Code 48207.3)

Home or hospital instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. (Education Code 44865)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

Insofar as possible, the teacher providing home or hospital instruction shall consult with the student's current classroom teacher(s) so as to provide a continuity of instruction that enables the student to stay abreast with the regular school program.

HOME AND HOSPITAL INSTRUCTION (continued)

The district's attendance supervisor shall ensure that the absences of any temporarily disabled student receiving individual instruction at home or in a hospital or other residential health facility are excused until the student is able to return to the regular school program. (Education Code 48240)

(cf. 5113 - Absences and Excuses)

(cf. 5113.11 - Attendance Supervision)

Return to School

A student receiving individual instruction who is well enough to return to school shall be allowed to return to the school that the student attended immediately before receiving individual instruction, if the return occurs during the school year in which the individual instruction was initiated. (Education Code 48207.3)

Legal Reference:

EDUCATION CODE

44865 *Qualifications for home teachers*

45031 *Home teachers*

48200 *Minimum school day*

48206.3-48208 *Students with temporary disabilities; individual instruction*

48240 *Supervisors of attendance*

48980 *Parental notifications*

51800-51802 *Employment of home teachers*

56026 *Individual with exceptional needs*

CODE OF REGULATIONS, TITLE 5

421 *Method of verification*

423 *Prolonged illness*

AGENDA/MEETING MATERIALS

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

Each agenda shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9321- Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting of a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item at that meeting and that the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request should be made if an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting. (Government Code 54954.2)

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

(cf. 9121 - President)

(cf. 9122 - Secretary)

AGENDA/MEETING MATERIALS (continued)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. (Government Code 54954.3)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

AGENDA/MEETING MATERIALS (continued)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

(cf. 9012 - Board Member Electronic Communications)

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)
(cf. 1340 - Access to District Records)

AGENDA/MEETING MATERIALS (continued)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Legal Reference: (see next page)

AGENDA/MEETING MATERIALS (continued)

Legal Reference:

EDUCATION CODE

35144 *Special meetings*

35145 *Public meetings*

35145.5 *Right of public to place matters on agenda*

GOVERNMENT CODE

6250-6270 *Public Records Act*

53635.7 *Separate item of business*

54954.1 *Mailed agenda of meeting*

54954.2 *Agenda posting requirements; board actions*

54954.3 *Opportunity for public to address legislative body*

54954.5 *Closed session item descriptions*

54956.5 *Emergency meetings*

54957.5 *Availability of public records*

54960.2 *Challenging board actions; cease and desist*

UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 *Effective communications*

36.303 *Auxiliary aids and services*

COURT DECISIONS

Mooney v. Garcia, (2012) 207 Cal.App.4th 229

Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS 66318

ATTORNEY GENERAL OPINIONS

99 *Ops. Cal. Atty. Gen.* 11 (2016)

78 *Ops. Cal. Atty. Gen.* 327 (1995)

Management Resources:

CSBA PUBLICATIONS

Call to Order: A Blueprint for Great Board Meetings, 2015

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, rev. 2003

WEB SITES

CSBA, Agenda Online: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

MINUTES AND RECORDINGS

The Governing Board recognizes that maintaining accurate minutes of Board meetings helps foster public trust in Board governance and provides a record of Board actions for use by district staff and the public.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9323 - Meeting Conduct)

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request. (Education Code 35145, 35163)

(cf. 1340 - Access to District Records)
(cf. 9122 - Secretary)
(cf. 9323.2 - Actions by the Board)

The minutes of Board meetings shall include, but not be limited to:

1. A notation of which Board members are present, in person or by teleconference, and whether a member is not present for part of the meeting due to late arrival and/or early departure

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)
(cf. 9320 - Meetings and Notices)

2. A brief summary of the Board's discussion on each agenda topic, rather than a verbatim record of each Board member's specific points of view during the discussion
3. A summary of the public comments made on agendized items and unagendized topics
4. The specific language of each motion and the names of the Board members who made and seconded the motion
5. Preferential votes cast by student Board member(s) (Education Code 35012)

(cf. 9150 - Student Board Members)

6. Any action taken by the Board, and the vote or abstention on that action of each Board member present (Education Code 35145; Government Code 54953)

Upon request by a student's parent/guardian, or by the student if age 18 or older, the minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. (Education Code 49073.2)

MINUTES AND RECORDINGS (continued)

(cf. 5125.1 - Release of Directory Information)

The Board agenda shall include a statement of the option and process for students and parents/guardians to request that such information be excluded from the minutes.

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

Upon approval by the Board, the minutes shall be signed by the Superintendent and Clerk for the Board.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

(cf. 9321.1 - Closed Session Actions and Reports)

Recording or Broadcasting of Meetings

The district may tape, film, stream, or broadcast any open Board meeting. At the beginning of the meeting, the Board president shall announce that a recording or broadcasting is being made at the direction of the Board and that the recording or broadcast may capture images and sounds of those attending the meeting. As practicable, the recorder or camera shall be placed in plain view of meeting participants.

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made at the direction of the Board during a meeting are public records and, upon request, shall be made available for inspection by members of the public on district equipment without charge. (Government Code 54953.5)

Legal Reference: (see next page)

MINUTES AND RECORDINGS (continued)

Legal Reference:

EDUCATION CODE

- 35012 Number of members; terms; student board members*
- 35145 Public meetings*
- 35163 Official actions, minutes and journals*
- 35164 Vote requirements*
- 49061 Student records; definitions*
- 49073.2 Privacy of student and parent/guardian personal information*

GOVERNMENT CODE

- 54952.2 Meeting defined*
- 54953 Meetings*
- 54953.5 Audio or video recording of proceedings*
- 54953.6 Broadcasting of proceedings*
- 54957.2 Closed sessions; clerk; minute book*
- 54960 Violations and remedies*

PENAL CODE

- 632 Unlawful to intentionally record a confidential communication without consent*

CODE OF REGULATIONS, TITLE 5

- 16020-16027 Classification and retention of records*

Management Resources:

CSBA PUBLICATIONS

- Call to Order: A Blueprint for Great Board Meetings, 2015*
- The Brown Act: School Boards and Open Meeting Laws, rev. 2014*

WEB SITES

- CSBA, Agenda Online: <http://www.agendaonline.com>*

adopted:

December 2018

Wheatland Union High School
2018-19

Spring Coaches									
				Two years					One time
				Expiration Date					Completion Date
Name	Sport	Level	Position	CPR/AED	First Aid	Cardiac Arrest	Concussion Course	Heat illness	Coaching Course
Troy Getz	Baseball	Varsity	Head Coach	8/22/2020	8/21/2020	8/22/2020	8/22/2020		8/18/2016
Rich Rivera	Baseball	Frosh/Soph	Head Coach	1/19/2021	1/19/2021	1/15/2021	1/22/2021		1/22/2019
Clint Tarrant (V)	Baseball	Varsity	Asst. Coach	8/19/2020	8/19/2020	1/28/2021	1/28/2021		2/28/2016
Jim Vossler	Softball	Varsity	Head Coach	1/12/2021	1/12/2021	1/12/2021	1/12/2021		11/20/2008
Bob Gilbertson	Softball	Frosh/Soph	Head Coach	1/30/2020	1/30/2020	10/15/2020	10/16/2020		7/23/2009
Willie Tinsley (V)	Softball	Varsity	volunteer	10/24/2020	10/24/2020	11/7/2020	9/21/2020		11/14/2018
Carlethe Embry	Boys' Tennis	Varsity	Head Coach	6/7/2020	6/7/2020	6/8/2020	6/8/2020		1/2/2009
Bill Evans	Boys' Volleyball	Varsity	Head Coach	6/10/2020	6/10/2020	6/10/2020	6/10/2020		8/9/2015
Steven Baroni	Golf (V)	Varsity	volunteer						
Brandon Moore	Golf	Varsity	Co-Head Coach	6/30/2020	6/30/2020	1/17/2021	1/17/2021		2/2/2019
Chris Jorin	Golf	Varsity	Co-Head Coach	2/12/2021	2/12/2021	1/31/2021	1/31/2021	1/31/2021	1/31/2019
Jason Soderlund	Track	All	Head Coach	5/17/2020	5/17/2020	6/12/2020	6/7/2020		1/6/2000
Chris Nicolas	Track	All	Asst. Coach	3/1/2020	3/1/2020	7/16/2020	7/16/2023		7/26/2018
Jay Meder	Track	All	Asst. Coach	9/6/2019	9/6/2019	10/24/2020	1/18/2021		8/4/2010
Bernie Grotegeer	Track	All	Asst. Coach	Oct-20	Oct-20	1/11/2020	1/11/2020		2/12/2015
Brian German	Track	All	Asst. Coach	6/10/2020	6/10/2020	6/4/2020	6/4/2020		2/16/2012
Larry Hulen*	Wrestling	Varsity	Co-Head Coach	May-19	May-19	8/2/2019	8/2/2019		4/27/2011

STUDENT ATHLETE DRUG TESTING PROCEDURES

Wheatland Union High School District ("District") is conducting a mandatory drug testing program for student athletes. The Governing Board is committed to providing a safe, drug-free school environment to maximize the health and safety of district students and to protect them from dangers associated with illegal drug use and drug abuse. To support the district's drug abuse prevention efforts, the Board desires to establish a drug testing program in the district's high schools that will discourage illegal drug use among students and timely identify and refer drug users to appropriate counseling and rehabilitative services.

DEFINITIONS:

Drugs and Alcohol: Prohibited substances shall include, but are not limited to, alcohol, or any alcoholic beverage, inhalants that alter a student's ability to act, think, or respond, LSD, or any other hallucinogen, marijuana, cocaine, heroin, or any other narcotic drug, PCP, amphetamines, steroids, "designer drugs," look-alike drugs, tobacco, or any controlled substance.

Student Athlete: Any student participating in interscholastic athletic programs sponsored by the District.

Sport Season: Fall, winter, and spring seasons begin on the first day of practice allowed by the California Interscholastic Federation and end the day prior to the beginning date of practice of the next season.

PROCEDURES FOR STUDENT ATHLETES:

Consent: Each student wishing to participate in any interscholastic athletic program and the student's custodial parent(s) or guardian(s) shall consent in writing to drug testing pursuant to the District's drug testing program. Written consent shall be in the form attached to this policy as Exhibit "A". No student shall be allowed to participate in any interscholastic athletic program absent such consent.

Student Selection: At the option of the District, all student athletes may be drug tested at the beginning of any athletic season. In addition, random testing may be conducted during the school year. Selection for random testing will be via a random number generating computer program. The District shall take all reasonable steps to assure the integrity, confidentiality and random nature of the selection process including, but not limited to, assuring that the names of all participating student athletes are in the appropriate test group, assuring that the person matching names to computer generated numbers has no way of knowingly choosing or failing to choose particular students for testing, assuring that the identity of students selected for testing is not known to those involved in the selection process and assuring direct observation of the selection process by at least two persons.

SAMPLE SELECTION:

Samples will be collected at a mutually convenient time on the same day the student is selected for testing. If a student is selected and summoned to the testing area but fails to appear, or attempts to falsify a sample in any way, they will be treated the same as if they tested positive. If a student is unable to produce a sample at any time, the student will be required to remain in the testing area until a sample is provided.

All students providing samples will be given the option of doing so alone in an individual stall with the door closed. If a sample is deemed "dilute", a follow-up test will be performed.

PRESCRIPTION MEDICATION:

Students who are taking prescription medication which causes a positive test will have the opportunity to provide documentation from their medical doctor or pharmacist to a designated medical review officer within five (5) business days of notification of a positive result. Such information provided by the student will not be disclosed to any school official. Students who refuse to provide verification and test positive will be subject to the actions specified below for "positive tests."

SCOPE OF TESTS:

The testing lab will be instructed to test for one or more illegal drugs. The District shall decide which illegal drugs shall be screened, but in no event shall that determination be made after selection of students for testing. Student athlete samples will not be screened for the presence of any substances other than an illegal drug or for the existence of any physical condition other than drug intoxication.

LIMITED ACCESS TO RESULTS:

The testing lab will be authorized to report results only to the Superintendent or to such person(s) as the Superintendent may designate in the event the Superintendent is absent.

PROCEDURES IN THE EVENT OF A POSITIVE RESULT:

Whenever a student athlete's test result indicates the presence of illegal drugs ("positive test"), the following will occur:

FIRST POSITIVE RESULT:

The student athlete will be suspended from participation in interscholastic athletics for a period of twenty (20) school days, will be required to successfully complete a re-entry drug test, and will be subject to random drug testing for the remainder of the academic year.

SECOND POSITIVE RESULT:

For the second positive result in any two consecutive calendar years, the student athlete will be suspended from participating in interscholastic athletics for one (1) calendar year. The student athlete may be readmitted to participation in interscholastic athletics upon successful completion of a drug assistance program and a re-entry drug test.

THIRD POSITIVE RESULT:

For the third positive result in any two consecutive calendar years, the student athlete will be suspended from participating in interscholastic athletics for one (1) calendar year. The student athlete may be readmitted to participation in interscholastic athletics upon successful completion of a drug assistance program and a re-entry drug test.

NON-PUNITIVE NATURE OF POLICY:

No student athlete shall be penalized academically for testing positive for illegal drugs. The results of drug tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of drug tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the District shall not solicit. In the event of service of any such subpoena or legal process, the student's custodial parent or legal guardian will be notified at least 24 hours before response is made by the District.

EXHIBIT "A"

STUDENT ATHLETE DRUG TESTING POLICY GENERAL AUTHORIZATION FORM

I understand that my performance as a participant and the reputation of my school are dependent, in part, on my conduct as an individual. I hereby agree to accept and abide by the standards, rules, and regulations set forth by the Wheatland Union High School District and the sponsors for the activity in which I participate.

I also authorize Wheatland Union High School District to conduct a test(s) on a urine specimen(s) which I provide to test for drug use. I understand that I may be randomly tested throughout the school year.

I also authorize the release of information concerning the results of such a test(s) to the Superintendent or his/her designees and to my parent and/or guardian.

This shall be deemed a consent pursuant to the Family Education Right to Privacy Act for the release of above information to the parties named above.

Student Signature

Date

Parent or Guardian Signature

Date

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.


Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: 12/11/18

Name: Silvia Vaca CSBA Region & subregion #: 4C
District or COE: Williams Unified School District Years on board: 4
Profession: Office Assitant Contact Number (please v ☒ Cell ☐ Home ☐ Bus.): (530) 501-0994
*Primary E-mail: svaca@williams.k12.ca.us
(*Communications from CSBA will be sent to primary email)
Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: _____


Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As a Latin woman who arrived in this country at age eleven, I am a product of our public educational system here in California (a graduate of high school, junior college and state university). I also am one who has worked within the public school system as a bilingual/bi-literate clerk, an attendance clerk, and as a secretary to a vice-principal. With all my personal experience as an English Learner student and as an employee of the public education system, I have many skills and life experiences to bring to the Delegate Assembly to well represent all students. 

Please describe your activities and involvement on your local board, community, and/or CSBA.

At present I am at the end of my first term as a trustee and in my second year serving as the Board President. We are currently re-designing and implementing new curriculum across the District, TK through 12th grades to ensure stepping stones from grade to grade to graduation. We are also in the process of re-building/re-modeling our entire district school sites. Moreover we have reviewed and have updated our Board Bylaws, and our Board Policies and ensure Administration Regulations are aligned and we have also brought about the first ever Governance Book for WUSD.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards is the allocation of dollars to the Northern State of California. Southern California has the largest population with wants which overrides the needs of our students were population is not as dense as it is in the South. As per challenges my board is facing I have to say it is power, equity and racial discrimination. As a Latina, I have experienced racial discrimination from my community for serving on the board. I know CSBA is a big advocate on equity, I am hopeful that this organization can help me find a way in myself to be strong and continue making a change for the betterment of my future community (board). 

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **FRIDAY, MARCH 15, 2019**. Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2019 DELEGATE ASSEMBLY BALLOT
SUBREGION 4-C
(Colusa, Sutter, Yuba Counties)

Number of vacancies: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2019 - March 31, 2021

**denotes incumbent*

☐

Silvia Vaca (Williams USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

Wheatland Union High School District

Annual Developer Fee Report

To: Constituents of the Wheatland Union High School District

From: Jesse Castillo, Director of Fiscal Services

Date: February, 2018

RE: Collection and Accounting for Developer Fees

Background:

In September 1986 the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which authorizes and is codified in Education Code section 17620 a school district to levy a fee, charge or dedication ("Statutory Development Fees") against a development project as set forth in Government Code section 65995 to finance the construction and reconstruction of school facilities. The Wheatland Union High School District Board ("Board") has previously adopted resolutions to impose, and currently imposes, Statutory Development Fees pursuant to Education Code section 17620 and Government Code section 65995, which include new residential construction, and certain reconstruction and new commercial or industrial construction.

On January 24, 2018 pursuant to Government Code section 65995, the State Allocation Board approved an inflationary adjustment in the Statutory Development Fees to be levied on developments to \$3.79 per square foot of assessable space for new residential development and \$0.61 per square foot for chargeable covered and enclosed space for commercial and industrial development.

The Board of the District has received and considered a study entitled "Developer Fee Justification Study" ("Study"), prepared by King Consulting, which demonstrates the District's justification in collecting 40% of the Statutory Level I residential and statutory commercial/industrial fees and sets forth:

- (1) The purpose of the Statutory Development Fees;
- (2) The use to which the Statutory Development Fees will be put;
- (3) The public improvement that the Statutory Development Fees will be used to finance;
- (4) The reasonable relationship between:
 - a. The use for Statutory Development Fees and the type of project on which the Statutory Development Fees are imposed;
 - b. The need for School Facilities and the type of development project on which the Statutory Development Fees will imposed; and
 - c. The amount of the Statutory Development Fee and the cost of the School Facilities;

- (5) An evaluation and projection of the number of students that will be generated by new residential development;
- (6) The new School Facilities that will be required to serve such students, and
- (7) The cost of such School Facilities.

The full Developer Fee Justification Study prepared by King Consulting is available online at www.wheatlandhigh.org. As a result of this study, the Board approved action number 18.038 at the September 12, 2018 regularly scheduled board meeting to implement an increase in statutory developer fees imposed on new residential and commercial/industrial development projects pursuant to Education Code section 17620. Therefore, WUHSD can collect residential fees at a rate of \$1.52 per square foot and commercial/industrial fees at a rate of \$0.24 per square foot.

Under Government Code 66006 the annual developer fee accounting must contain the following information:

a. A brief description of the type of fee in the account.

1. *All funds in the Capital Facilities Fund 25 are Level I fees collected from developers under Government Code Section 65995 and Education Code Section 17620.*

b. The amount of the fee.

1. *The maximum amount of fees is \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/ industrial construction. The District currently splits the developer fees with its feeder districts and collects 40% of the maximum fee: \$1.52 per square foot for residential and \$0.24 for commercial/ industrial.*

c. The beginning and ending balance of the account.

1. *The beginning balance for the Capital Facilities Fund 25 as of July 1, 2017 was \$450,718.07 and the ending balance as of June 30th. 2018 was \$629,659.62*

d. The amount of the fees collected and the interest earned.

1. *During the 2017-18 fiscal year the District collected \$297,155.07 in developer fees and \$5,702.24 in interest earned for a total of \$302,857.31.*

e. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

1. *Fees were expended on professional services to develop a facilities master plan, developer fee justification study and capital facilities planning for a total cost of \$28,430.72. No construction projects were funded with developer fees during the 2017-18 fiscal year.*

f. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as

identified in the facility plan of the District, and that the public improvement remains incomplete.

1. *Not applicable for the 2017-18 fiscal year.*

g. **A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.**

1. *The District makes two semi-annual debt service payments to pay for a lease purchase agreement on land within the district boundaries. The land, located in Plumas Lake, was purchased for future use of a new high school site as district enrollment grows. Each debt service payment is \$47,742.52 for a total annual debt service of \$95,485.04. The loan will be fully repaid in August of 2027.*

h. **The amount of any developer fee refunds.**

1. *No developer fee refunds occurred.*

Recommendation:

Staff recommends the Board of Trustees approve this report and approve the information provided for the annual accounting of the Capital Facilities Fund 25.

Tables:

Developer Fee Fund Historical Revenue and Expenditures

Category	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Total To date
Starting Balance	-	76,566	170,596	198,040	218,157	234,901	346,105	450,718	629,660	
Dev Fees Collected	76,398	92,981	25,438	114,568	156,075	240,624	192,728	297,155	209,848	1,405,814
Interest Collected	168	1,049	2,007	1,034	1,363	1,641	7,896	5,702	-	20,858
Prof/Consulting					(40,652)	(35,576)	(525)	(28,431)	(91,764)	(196,948)
Equipment					(4,556)	-	-		-	(4,556)
Debt Service				(52,246)	(62,292)	(64,333)	(66,441)	(68,618)	(70,866)	(384,797)
Interest on Debt				(43,239)	(33,193)	(31,152)	(29,044)	(26,867)	(24,619)	(188,113)
Balance Remaining	76,566	170,596	198,040	218,157	234,901	346,105	450,718	629,660	652,258	652,258

AGREEMENT FOR ARCHITECTURAL SERVICES

WHEATLAND UNION HIGH SCHOOL DISTRICT

WITH

CA+SA studio

FOR

MULTIPLE PROJECTS AT THE WHEATLAND UNION HIGH SCHOOL CAMPUS

DECEMBER 7, 2018

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of December 7, 2018 between the Wheatland Union High School District, a California public school district, ("District") and CA+SA studio ("Architect") (collectively "Parties"), for the following project ("Project"):

The relocation of three portable classroom buildings to the Wheatland Union High School Campus - 1010 Wheatland Rd, Wheatland, CA 95692

The emergency repair of two electrical panels and the replacement of two electrical transformers at the Wheatland Union High School Campus- 1010 Wheatland Rd, Wheatland, CA 95692

The modernization of four classroom wings (Buildings C, D, F and G) at the Wheatland Union High School Campus - 1010 Wheatland Rd, Wheatland, CA 95692

Replacement of the football field bleachers at the Wheatland Union High School Campus - 1010 Wheatland Rd, Wheatland, CA 95692

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District Contractor(s) that details on a Conforming Set, 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.
 - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The

**AGREEMENT FOR ARCHITECTURAL SERVICES
WHEATLAND UNION HIGH SCHOOL DISTRICT**

Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The WHEATLAND UNION HIGH SCHOOL DISTRICT.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.17. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the

**AGREEMENT FOR ARCHITECTURAL SERVICES
WHEATLAND UNION HIGH SCHOOL DISTRICT**

Agreement, and that are necessary for the design and completion of the Project.

- 1.1.18. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:
- 2.4.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 2.4.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:
- 2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
- 2.4.2.2. Construction sites where:
- 2.4.2.2.1. one (1) or more acres of soil will be disturbed, or

- 2.4.2.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.
- 2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.
- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA

**AGREEMENT FOR ARCHITECTURAL SERVICES
WHEATLAND UNION HIGH SCHOOL DISTRICT**

requirements, including without limitation, all the requirements included and/or referenced in the following forms:

- 2.7.2.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.
- 2.7.2.2. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
- 2.7.2.3. Form DSA PR 13-01, Construction Oversight Process Procedure.
 - 2.7.1.3.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.
- 2.7.2.4. Form DSA PR 13-02, Project Certification Process.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a

**AGREEMENT FOR ARCHITECTURAL SERVICES
WHEATLAND UNION HIGH SCHOOL DISTRICT**

constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Trent Sommers

Project Managers(s): Pete Adragna

Eliana Montoya

Other: Abraham De La Torre

Major Consultants:

Electrical: Tony Bowser of Pace Engineering

Mechanical: Scott Turnbull of M/E Systems

**AGREEMENT FOR ARCHITECTURAL SERVICES
WHEATLAND UNION HIGH SCHOOL DISTRICT**

Structural: T.B.D. Structural Scope is Minor

Civil: Troy Jones of Pace Engineering

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect's Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect

**AGREEMENT FOR ARCHITECTURAL SERVICES
WHEATLAND UNION HIGH SCHOOL DISTRICT**

shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount equal to three hundred sixty-eight thousand seven hundred and twenty dollars (\$ 368,720) based on the following lump sum amounts detailed in work plans previously provided to the district

Bleachers and Press Box Replacement: \$ 52,470

Three Portable Relocation: \$ 42,650

Electrical Panel Replacement: \$ 16,100

Four Classroom Wing Modernization \$ 257,500

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

**AGREEMENT FOR ARCHITECTURAL SERVICES
WHEATLAND UNION HIGH SCHOOL DISTRICT**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology

**AGREEMENT FOR ARCHITECTURAL SERVICES
WHEATLAND UNION HIGH SCHOOL DISTRICT**

data and reports prepared by the Architect under this Agreement.

8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect 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 Architect. In the event of a termination pursuant to this subdivision, Architect 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 Architect's actions, errors, or omissions that caused the District to terminate the Agreement.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. Architect 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 Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be

AGREEMENT FOR ARCHITECTURAL SERVICES WHEATLAND UNION HIGH SCHOOL DISTRICT

terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect 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 Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. 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.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

- 14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect 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. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution.

Article 21. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

**AGREEMENT FOR ARCHITECTURAL SERVICES
WHEATLAND UNION HIGH SCHOOL DISTRICT**

Article 22. Severability

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.

Article 23. Employment Status

- 23.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that Architect's 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 other benefits which accrue to a District employee.
- 23.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the

foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.

- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Certificate of Architect

- 24.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 24.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 24.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

Article 25. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 26. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Wheatland Union High
School District
1010 Wheatland Road
Wheatland, CA 95692
ATTN: Nicole Newman,
Superintendent

Architect:

CA+SA studio
3701 Business Drive #200
Sacramento, CA 95820
ATTN: Trent Sommers

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice

**AGREEMENT FOR ARCHITECTURAL SERVICES
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given by mail shall be effective five (5) days after deposit in the United States mail.

Article 27. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBES") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 28. District's Right to Audit

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 28.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 29. Other Provisions

- 29.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 29.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area as the District.
- 29.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Article 30. Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**WHEATLAND UNION HIGH SCHOOL
DISTRICT**

Date: _____, 2018

By: _____

Title: Nicole Newman, Superintendent

CA+SA studio

Date: _____, 2018

By: _____

Title: Trent Sommers, Principal Architect

**AGREEMENT FOR ARCHITECTURAL SERVICES
WHEATLAND UNION HIGH SCHOOL DISTRICT**

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

The relocation of three portable classrooms to the Wheatland Union High School Campus - 1010 Wheatland Rd, Wheatland, CA 95692. Construction Budget \$200,000. Construction to be completed during the spring of 2019.

The emergency repair of two electrical panels and the replacement of two electrical transformers at the Wheatland Union High School Campus- 1010 Wheatland Rd, Wheatland, CA 95692. Construction Budget less than \$150,000. Construction to be completed during the winter of 2018.

The modernization of four classroom wings (Buildings C, D, F and G) at the Wheatland Union High School Campus - 1010 Wheatland Rd, Wheatland, CA 95692. Construction Budget \$3,000,000. Construction to be completed during the summer of 2019.

Replacement of the football field bleachers at the Wheatland Union High School Campus - 1010 Wheatland Rd, Wheatland, CA 95692. Construction Budget \$1,000,000. Construction to be completed during the summer of 2019.

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. Physical characteristics;

- b. Legal limitations and utility locations for the Project site(s);
- c. Written legal description(s) of the Project site(s);
- d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
- e. Adjacent drainage;
- f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- i. Surveys, reports, as-built drawings, record drawings; and
- j. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
5. **Interior Design.** Architect shall provide interior design and other similar services required for or in connection with selection and color coordination of materials.

Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Architect shall advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as not to delay the Project and/or the District's beneficial occupancy of the Project.

6. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.
- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. Construction Cost Budget

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. Presentation

Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District with one (1) copy of each item in electronic format:

- a. The Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings provided to District for public presentation.

6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.
 - b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.
5. **Mechanical**
 - a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. Electrical

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:
 - (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. Civil

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

Coordinate finish floor elevations with architectural site plan.

8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

9. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

10. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

11. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule; and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

12. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

13. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (i) Light fixtures.
 - (ii) Ceiling registers or diffusers.
 - (iii) Access Panels.

2. Structural

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.

- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. Mechanical

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. Electrical

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.

- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Civil

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. Landscape

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover, and irrigation main distribution lines.

7. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

8. Construction Cost Budget

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.
 - (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

9. Deliverables and Numbers of Copies

Architect shall provide to the District one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

10. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

1. Construction Documents ("CD") 50% Stage:

a. General

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. Structural

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. Mechanical

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.

(iii) Mechanical schedule for equipment substantially developed.

(iv) Complete design of Energy Management System ("EMS").

e. Electrical

(i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

(ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

(iii) All electrical equipment schedules started.

(iv) Special system components approximately located on plans.

(v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. Civil

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. Landscape

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

h. Construction Cost Budget

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

i. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

j. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;
- (iii) Two (2) copies of the statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and
- (iv) Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.

- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. Electrical

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. Civil

All site plans, site utilities, parking and roadway systems completed.

f. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District with one (1) copy of each item in electronic format:

- (i) Reproducible copies of working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Revised Construction Cost Budgets;
- (v) Copies of a statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copies of the DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. Architect shall update and refine the Consultants' completed Contract Documents.
- c. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b. Two (2) copies of the meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.
 - h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect 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. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect'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 Architect'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 Architect. Architect'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. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect 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 Architect. Architect'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. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect 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.
8. **Record Drawings.** Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Built, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.
9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point

indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District one (1) copy of each item in electronic format:

- a. Copies of the meeting report/minutes from the kick-off meeting;
- b. Copies of the observation reports; and
- c. Copies of the weekly meeting reports.

13. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect 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.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch lists for each site; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

J. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. General Meeting, Site Visit, and Workshop Requirements

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. Meetings During Project Initiation Phase (4 meetings)

- a. Within the first week following execution of the Agreement, Architect shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, Architect shall:
 - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

4. Initial Site Visits (4 meetings)

- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.
- b. Architect shall participate in one (1) public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the site during construction.
- c. Architect shall conduct one (1) site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- d. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

5. Meetings During Schematic Design Phase (4 meetings)

- 6.
 - a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
 - (i) Architect shall designate its team member duties and responsibilities.
 - (ii) Architect and District shall review District goals and expectations.
 - (iii) District shall provide input and requirements.
 - (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
 - (v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
 - (vi) Establish methods to facilitate the communication and coordination efforts for the Project.

7. Meetings During Design Development Phase (4 meetings)

- a. At the time designated for completion of the Design Development package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:
 - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
 - (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

8. Meetings During Construction Documents Phase (4 meetings)

- a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct one meeting(s), per package or submittal, with the District to revise the Design Development package and receive comments.
- b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:
 - (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct one meeting(s), per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

9. Meetings During Bidding Phase (4 meetings)

- a. Attend and take part in one meeting, per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct one (1) kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. Meetings During Construction Administration Phase - weekly Project meetings until entire Project is complete.

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. This is expected to be weekly meetings, per site, but Architect acknowledges that the Project may not be completed in this timeframe and agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

11. Governing Board Meetings (4 meetings)

Architect acknowledges that the District's Governing Board must approve all designs. Architect shall, at the District's direction, attend District Governing Board meetings and present the Architect's design to the District's Governing Board for review and approval.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- C. Providing services made necessary by the default of Contractor(s).
- D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- F. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$175 per hour
Project Architect(s):	\$130 per hour
Job Captain	\$115 per hour
Drafter	\$95 per hour
Administrative Support	\$65 per hour

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	2.5%
Schematic Design Phase	10%
Design Development Phase	17.5%
Construction Documents Phase-Submittal to DSA	30%
Approval by DSA	5%
Bidding Phase	2%
Construction Administration Phase	23%
Close Out Phase	10%
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
TOTAL BASE COMPENSATION	100%

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. **Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

b. **For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. **For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. **For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. **For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

f. **For Construction Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

g. **For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

h. **Format and Content of Invoices:**

Architect acknowledges that the District requires Architect's invoices to include detailed explanations of the Services performed. For example,

a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of two million dollars (\$2,000,000) per occurrence. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars (\$25,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
 3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.

G. Verification of Coverage: Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.