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

Wednesday, April 10, 2019 **4:30 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 calcification 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 #11017 (2018-19-08)
  Education Code Section 35146 and 48918

- **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918 EXPULSION HEARING FOR STUDENT #11183 (2018-19-06)**
  Education Code Section 35146 and 48918

- **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918 EXPULSION HEARING FOR STUDENT #11070 (2018-19-09)**
  Education Code Section 35146 and 48918

- **PUBLIC EMPLOYEE PERFORMANCE EVALUATION - SUPERINTENDENT**
  Pursuant to Government Code sec. 54957, the Board will meet in Closed Session for discussion regarding Superintendent's evaluation.

- **PUBLIC EMPLOYEE/PERSONNEL**
  - Title: Certificated, Classified, Administration and Unrepresented Employees

- **PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE / COMPLAINT**
  Pursuant to Government Code sec. 54957

7. RECONVENE TO OPEN SESSION

8. ACTION ON CLOSED SESSION ITEMS IF ANY

ACTION NO. 18.152 (2018-19-08)

ACTION NO. 18.153 (2018-19-06)

ACTION NO. 18.154 (2018-19-09)

9. 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.

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 calcification 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.

10. FFA STUDENT REPRESENTATIVE TO THE BOARD OF TRUSTEES

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

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*

14. CONSENT AGENDA **ACTION NO.18.155**

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 February 13, 2019 Regular Board Meeting

B. Approve minutes of the February 20, 2019 Special Board Meeting

C. Approve minutes of the March 13, 2019 Regular Board Meeting

D. Approve minutes of the March 22, 2019 Special Board Meeting

E. Approve bills and warrants for March 2019 in the amount of $455,495.09

F. Williams Uniform Complaints Report *(January, February, March 2019)*

G. Approve the retirement of Margaret Gledhill, teacher.

H. Accept the resignation of Alex Gutierrez, Spanish teacher.

I. Approve hiring of the following personnel:
   - Schandia Edwards, Assistant Principal
   - Sarah Storm, Art/Ceramics Teacher
   - Max Struble, English Teacher
   - Amber Gage, Special Education Teacher
   - Celeste Boggs, Summer School 2019 Teacher
   - Nancy Kailihiwa, Summer School 2019 Para-Educator

15. DEFERRED CONSENT ITEMS

16. INFORMATION ITEMS

16.1 Bond Survey Results – *Mr. Greg Isom, Isom Advisors*

16.2 Textbook Adoption – Math – *Ms. Schandia Edwards*

16.3 Facilities Sub-Committee - *President Tony Lopez and Member Frank D. Webb, Jr.*

16.4 Athletic Sub-Committee – *Members Frank Webb, Jr. and Shawndel Meder*

16.5 Athletic Budget – *Ms. Nicole Newman*

16.6 LCAP – *Ms. Nicole Newman*

16.7 3rd Quarter Grade Report – *Ms. Nicole Newman*

16.8 3rd Quarter Discipline Report – *Ms. Nicole Newman*

16.9 March 2019 Board Policy Updates *(Approval on second reading)*

A. First Reading of BP 1312.3 Uniform Complaint Procedures
B. First Reading of AR 1312.3 Uniform Complaint Procedures
C. First Reading of AR 1312.4 Williams Uniform Complaint Procedures
D. First Reading of E(1) 1312.4 Williams Uniform Complaint Procedures
E. First Reading of E(2) 1312.4 Williams Uniform Complaint Procedures
F. First Reading of AR 1340 Access to District Records

17. INFORMATION / POSSIBLE ACTION

17.1 Reserved Restricted Maintenance – *Mr. Jesse Castillo*

ACTION NO. 18.156

18. ACTION ITEMS

18.1 RATIFICATION OF BID AND CONTRACT FROM IMMER 1 AND AT&T UTILIZING ERATE FUNDING
– Mr. Brian Amsbaugh

ACTION NO.18.157

18.2 APPROVAL OF SUPERINTENDENT SALARY SCHEDULE –
Ms. Nicole Newman

ACTION NO. 18.158

18.3 APPROVAL OF SUPERINTENDENT CONTRACT –
Ms. Nicole Newman

ACTION NO. 18.159

18.4 APPROVAL OF MOU FOR SCHOOL PSYCHOLOGIST SERVICES

– Ms. Nicole Newman

ACTION NO. 18.160

18.5 APPROVAL OF NEW BOND OVERSIGHT COMMITTEE MEMBERS

- Yolanda Cortez, Business Representative
- Shane Griego, Parent of child in district
- Julie Pringle, Parent of child in district
- Tami Umland, Parent of child in district active in site council

ACTION NO. 18.161

19. BOARD MEMBER REPORTS / COMMENTS

20. CLOSED SESSION

21. RECONVENE TO OPEN SESSION

22. ACTION ON CLOSED SESSION ITEMS IF ANY

23. ITEMS TO BE AGENDIZED FOR THE NEXT REGULAR MEETING

24. ADJOURNMENT **ACTION NO. 18.162**

• •

SCHOOL BOARD MEETING FORMAT

What is a School Board Meeting?

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

Notification of Meetings

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

Next Regular meeting: May 8, 2019

**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: 04/5/2019 MH

Return to Agenda

G.O. Bond Update

Fund 21

Return to Agenda

BOND EXPENDITURES

Description	Prior Expenditure	Change	Total Expenditure
Bond Issuance, Interest, and Cost of Issuance	308,484.96		308,484.96
Utility Project - Sierra Valley Construction	768,971.63		768,971.63
Gas Line Project - EC Nelson	257,375.00		257,375.00
DSA Inspection Serv. - Sharp Architecture	33,722.39		33,722.39
Soil Testing - 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	621.84	8,130.08
NMR Architects - WiFi, Restroom, Gas Line Proj	201,403.92		201,403.92
DSA Field Review Fee	102,498.69		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

Return to Agenda

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	9,890		9,890
Lozano Smith	3,834.74		3,834.74
Midvalley Sound Window Tinting	13,620.10		13,620.10
Track Concrete Runway, Pits/Mats/Discus	27,155.27		27,155.27
King Consulting	37,116.98		37,116.98
Kingsley Bogard	23,346.40		23,346.40
Bleachers Misc (Soil testing/Surveying)	16,011.35		16,011.35
CASA Studio	99,502.50	113,851.20	213,353.70
DKS Electric	72,771.00		72,771.00
Total	**6,299,616.43**	**114,473.04**	**6,414,089.47**
Remaining Balance			**$2,488,996.69**

Return to Agenda

Wheatland Union High School District
Developer Fee Report

Category	July	August	September	October	Nov.	December	January	February	March	April
Beginning Balance	629,660	675,353	700,432	662,154	675,073	705,441	705,441	706,768	652,258	669,849
Fees Collected	45,694	40,918	24,397	36,016	30,690	-	20,014	12,117	19,929	46,084
Expenditures	-	(15,840)	(14,933)	(23,097)	(323)	-	(18,686)	(18,885)	(2,337)	(4,729)
Debt Service			(47,743)			-		(47,743)	-	
Ending Balance	**675,353**	**700,432**	**662,154**	**675,073**	**705,441**	**705,441**	**706,768**	**652,258**	**669,849**	**711,204**

Description	Amount
Dev Fees Collected	1,451,897.72
Interest Collected	40,787.01
Prof/Consulting	(204,013.96)
Equipment	(4,556.14)
Debt Service	(384,797.28)
Interest on Debt	(188,112.92)
Dev. Fund Balance	711,204.43

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**

Return to Agenda

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

Wednesday, February 13, 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, Renée Calta, Angelia Harris, Kat Griego and several students, and community members.

1. CALL MEETING TO ORDER
President Lopez called the meeting to order at 5:02 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	Present
Mr. Frank D. Webb, Jr, Member	Absent (arrived during closed session)
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 5:07 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 6:10 p.m.

8. ACTION ON CLOSED SESSION ITEMS IF ANY

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

Board voted to expel student #10663.

ACTION NO. 18.120

MOTION by Patricia Agles, seconded by Anna Newman to approve student expulsion.

- Webb – Aye
- Newman - Aye
- Agles - Aye
- Meder - Aye
- Lopez - Aye
- Wilkins - Abstain

Vote: (5 Ayes, 1 Abstain, 0 Absent) Motion carries.

Board voted to approve Action No. 18.121regarding student #1114.

ACTION NO. 18.121

MOTION by Anna Newman, seconded by Shawndel Meder to approve the waiver for student #1114.

- Webb – Aye
- Newman - Aye
- Agles - Aye
- Meder - Aye
- Lopez - Aye
- Wilkins - Abstain

Vote: (5 Ayes, 1 Abstain, 0 Absent) Motion carries.

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, Jessica McCray and Nathan Gillmore, reported on the following:

- The Snowflakes & Spurs Dinner was held on February 1, 2019. Great success earning nearly $10,000.
- Arbuckle Field Day held on February 2, 2019. Justyne Lindley was 3rd high individual, Farm Records team was 5th high team.
- FFA week is February 18 - 22

11. STUDENT AND STAFF RECOGNITIONS

Angelia Harris, Mathematics Teacher and Activities Director was recognized as February's Employee of the Month. Appreciation was expressed for her good classroom teaching strategies and student connections.

Student of the Month was absent from the meeting.

12. OPPORTUNITY FOR EMPLOYEE ORGANIZATIONS TO ADDRESS THE BOARD

- BAFB Liaison – not present
- Booster President / Representative – Booster's will be recruiting next term as all of the board positions will be open. Upcoming events include:
    - 2019 Corn Hole Tournament – 5/11
    - Piratefest – June 1st at Bishop's Pumpkin Farm
- Teachers Association (WHEAT) – not present
- California School Employees Association (CSEA) – not present

13. SUPERINTENDENT'S REPORT

Superintendent Newman reported on the following:

- CTE Incentive Grant was submitted. The results should be available in March or April.
- Presentation by Dr. Reveles, Bobbi Abold is looking into coordinating this event. BTS Inservice with Craig Guensler on kids and social media – discussion about a parent night
- Pirate Focus will replace the annual Freshman evening registration and be held March 11th for students and March 14th for parents.
- Assistant Principal interviews are scheduled for March 22nd.
- CAASPP testing will be held the week of April 23rd.
- Continuing to work on Strong Work Force program grant for Career and Technical Education (CTE).
  (Power point presentation attached)

➢ Vice Principal

Mr. Olsen reported on the following:

- Stepped in as interim wrestling coach, section finals to be held on Thursday, 2/14.
- Girls basketball won their 1st playoff game. Round 2 to be held in Lassen, date TBD due to inclement weather.

➢ Director of Fiscal Services

Mr. Castillo reported on the following:

- Bond Report (see attachment)
- Developer Fee Report (see attachment)
- Mr. Castillo attended workshop – summary of Governor's Budget. COLA in increasing to 3.64%; will be addressing STRS and PERS issues, additional special education funding; will be no one-time monies in the 2019-2020 budget.
-

- **Athletic Sub-Committee** –
  Weight room - Looking into companies that will render drawings to re-organize at no cost to the school for estimates. Working on a list of needs. Will have benches re-upholstered. Cleaning of the weight room has been re-scheduled to nights.
  Football field – Would cost $100,000 to sod, $65,000 to sprig each field. $100,000-$225,000 to do both the girls' and boys' soccer fields and football field. Suggested to alternate the types of seed used. Alternative is to take soil from football field and move to soccer field. Existing irrigation will work. If choose to sprig, field would not be ready for the first home football game.
  Tennis courts – Working on getting quotes to refurbish front court and do something different than the other two. Possibly fill it in. Will have some information to share soon.
  Indoor bleachers – looking into restore/refurbishing what we have. Approximately $65,000 vs $100,000 for new. Will bid out to replace gym bleachers, look at quotes and make a decision from there.
  Baseball/Softball fields – all fields have been scraped and dragged. 1st home game is scheduled for March 4, 2019. Mr. Olsen will check on bases for softball.

- **Facilities Sub-Committee –** Board will meet next week to approve the bridge loan. The county is working to verify that our plan will work to repay debt. Isom will be at 2/20/19 meeting. WUHS will set aside 3% in the routine maintenance account for 20 years.

14. CONSENT AGENDA **ACTION NO. 18.122**

Approval of the consent agenda as presented:

A. Approve minutes of the January 16, 2018 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' Fros/Soph Softball, Head Coach
   - Bernie Grotegeer, Track, Assistant Coach
   - Chris Jorrin, Varsity Golf, Co-Head Coach
   - Brandon Moore, Varsity Golf, Co-Head Coach
   - 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

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

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

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

15. DEFERRED CONSENT ITEMS

15.1 Approve hiring of Jay Meder, Track Assistant Coach

Action No. 18.123

MOTION by Patricia Agles, seconded by Emily Wilkins to approve the deferred consent item.

- Webb – Aye
- Newman - Aye
- Agles - Aye
- Meder - Abstain
- Lopez - Aye
- Wilkins - Aye

Vote: (5 Ayes, 1 Abstention, 0 Absent) Motion carries

16. ACTION ITEMS

16.1 CONSIDER APPROVAL OF THE 2019-20 SCHOOL CALENDAR

Ms. Nicole Newman

ACTION NO. 18.124

MOTION by Shawndel Meder, seconded by Patricia Agles to approve 2019-20 School Calendar

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

Vote: (6 Ayes, 0 Absent) Motion carries

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
W. Second Reading of BB 9324 Minutes and Recordings

ACTION NO.18.125

MOTION by Shawndel Meder, seconded by Emily Wilkins to approve the December 2018 Board Policy updates as presented.

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

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

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

ACTION NO. 18.126

MOTION by Shawndel Meder, seconded by Emily Wilkins to approve the spring coaching staff certifications.

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

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

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

ACTION NO.18.127

MOTION by Patricia Agles, seconded by Frank Webb to approve the student athlete drug testing procedures.

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

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

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

ACTION NO.18.128

Action item died due to lack of motion

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

ACTION NO. 18.129

MOTION by Shawndel Meder, seconded by Frank Webb to approve the consent agenda.

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

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

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

MOTION by Emily Wilkins, seconded by Anna Newman to approve the contract between Wheatland Union High School District and CA+SA Studio for architectural services.

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

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

17. BOARD MEMBER REPORTS / COMMENTS

- **Mr. Frank D. Webb, Jr.** – nothing to report
- **Mrs. Anna Newman** would like to know how to keep continuation school innovative, will the students have access to CTE courses, and wanted to confirm that the continuation school would not be for behavior issues. Asked if there was a vision and mission statement.
- **Mrs. Patricia Agles** – nothing to report
- **Miss Emily Wilkins** reported the following:
  - Depper Awards – February 23rd
  - Sadies rally/dance will be held next month

- **Mrs. Shawndel Meder -** nothing to report
- **Mr. Tony Lopez** – nothing to report

18. ITEMS TO BE AGENDIZED FOR THE NEXT REGULAR MEETING

- Special Board Meeting – February 20th
- LPSBG Grant (Low Performing Students Block Grant)
- Architecture Contracts
- Brown act posters for walls and in leaflet form for easy distribution
- Second interim report – March 13th

19. ADJOURNMENT ACTION NO. 18.131

MOTION by Shawndel Meder, seconded by Emily Wilkins, to adjourn at 7:07 p.m. All yeas. Motion carries.

Respectfully Submitted:

Nicole Newman Superintendent	Shawndel Meder Clerk
Date	Date

Return to Agenda

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

Wednesday, February 20, 2019 **5:00 PM ~ WUHS Library**

Unadopted Minutes

A special meeting of the Wheatland Union High School District Board of Trustees was held on Wednesday, February 20, 2019.

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

Also Present: Nicole Newman and Cy Olsen

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	Present
Mr. Frank D. Webb, Jr, Member	Present

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 addressed the board.

6. CONSENT AGENDA **ACTION NO. 18.140**
Approval of the consent agenda as presented:

A. Approve hiring of Carol Keiser, CTE teacher 2019-20 school year

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

- Webb – Aye
- Newman – Aye
- Agles – Aye
- Meder – Aye
- Lopez – Aye

Vote: (5 Ayes, 0 Absent) Motion carries.

7. INFORMATION

7.1 Bond Presentation – *Mr. Greg Isom, Isom Advisors*
PowerPoint presentation attached.

8. INFORMATION / POSSIBLE ACTION

8.1 CONSIDERATION / APPROVAL OF THE EXPLORATION AND FEASIBILITY OF A BOND MEASURE FOR THE WHEATLAND UNION HIGH SCHOOL DISTRICT *- Ms. Nicole Newman*

ACTION NO. 18.132

MOTION by Shawndel Meder, seconded by Frank D. Webb, Jr. to approve the consent agenda items.

- Webb – Aye
- Newman – Aye
- Agles – Aye
- Meder – Aye
- Lopez – Aye

Vote: (5 Ayes, 0 Absent) Motion carries.

8.2 CONSIDERATION / APPROVAL OF AWARD OF CONTRACT ENGAGING THE BLEACHER MANUFACTURER TO PREPARE DSA SUBMITTAL DOCUMENTS TO SELECTED RESPONDENT TO THE REQUEST FOR QUALIFICATIONS AND PROPOSALS ISSUED JANUARY 30, 2019

ACTION NO. 18.133

This item was presented as information only. No motion made.

9. ACTION ITEMS

9.1 CONSIDERATION OF RESOLUTION OF THE BOARD OF TRUSTEES OF THE WHEATLAND UNION HIGH SCHOOL DISTRICT AUTHORIZING EXECUTION AND DELIVERY OF A LEASE AND SUBLEASE AGREEMENT FOR THE PURPOSE OF FINANCING CAPITAL SCHOOL FACILITY IMPROVEMENT PROJECTS AND AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS AND ACTIONS

ACTION NO. 18.134

MOTION by Patricia Agles, seconded by Shawndel Meder to approve Resolution No. 18.134.

- Webb – Aye
- Newman – Aye
- Agles – Aye
- Meder – Aye
- Lopez – Aye

Vote: (5 Ayes, 0 Absent) Motion carries.

9.2 APPROVAL OF LOW PERFORMING STUDENT BLOCK GRANT APPLICATION

ACTION NO. 18.135

MOTION by Shawndel Meder, seconded by Anna Newman to approve the Low Performing Student Block Grant application.

- Webb – Aye
- Newman – Aye
- Agles – Aye
- Meder – Aye
- Lopez – Aye

Vote: (5 Ayes, 0 Absent) Motion carries.

9.3 APPROVAL OF OVERNIGHT FIELD TRIP TO POMPANO (Pomona), CALIFORNIA FOR CULINARY ARTS

ACTION NO. 18.136

MOTION by Shawndel Meder, seconded by Patricia Agles to approve the overnight field trip to Pomona, California for Culinary Arts.

- Webb – Aye
- Newman – Aye
- Agles – Aye
- Meder – Aye
- Lopez – Aye

Vote: (5 Ayes, 0 Absent) Motion carries.

9.4 APPROVAL OF AUTHORIZATION OF SCHOOLWIDE TITLE I PROGRAM

ACTION NO. 18.137

MOTION by Shawndel Meder, seconded by Patricia Agles to authorize schoolwide Title I program.

- Webb – Aye
- Newman – Aye
- Agles – Aye
- Meder – Aye
- Lopez – Aye

Vote: (5 Ayes, 0 Absent) Motion carries.

9.5 APPROVAL OF RETIREMENT INCENTIVE FOR CERTIFICATED STAFF RESOLUTION

ACTION NO. 18.138

MOTION by Shawndel Meder, seconded by Patricia Agles to approve the retirement incentive for certificated staff, Resolution No. 18.138.

- Webb – Aye
- Newman – Aye
- Agles – Aye
- Meder – Aye
- Lopez – Aye

Vote: (5 Ayes, 0 Absent) Motion carries.

10. BOARD MEMBER REPORTS / COMMENTS

Nothing to report.

11. CLOSED SESSION 6:01 P.M.

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

- **PUBLIC EMPLOYEE/PERSONNEL**
  - Title: Certificated, Classified, Administration and Unrepresented Employees

12. RECONVENED TO OPEN SESSION AT 6:37 P.M.

13. ACTION ON CLOSED SESSION ITEMS IF ANY

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

14. ADJOURNMENT - ACTION NO. 18.139

MOTION by Shawndel Meder, seconded by Patricia Agles to adjourn at 6:38 p.m. All yeas. Motion carries.

Respectfully Submitted:

Nicole Newman Superintendent	Shawndel Meder Clerk
Date	Date

Return to Agenda

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

Wednesday, March 13, 2019 **5:15 PM ~ Library**

Unadopted Minutes

A regular meeting of the Wheatland Union High School District Board of Trustees was held on Wednesday, March 13, 2019.

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

Also Present: Nicole Newman, Cy Olsen, Jesse Castillo, Sue Kirby, Gloria Rosado, Barbara Bartolomei, Yolanda Cortez, Annette Goodly, Tracy and Bruce Bishop, Mona Hood, and several students.

1. CALL MEETING TO ORDER

President Lopez called the meeting to order at 5:18 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	Present
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 removed Action Item 18.3 Approval of Bid and Contract from Riverside Technologies Inc. (RTI) Utilizing E-Rate Funding. The remainder of the agenda stands as presented.

5. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD

Community member, Bruce Bishop praised the district for organized board meetings, the increase in FFA student projects, and the thank you letter he received for auction items purchased during the FFA dinner. It had come to Mr. Bishop's attention that the district was considering planting an orchard on the Plumas Lake property to produce revenue and as an educational opportunity for students. Mr. Bishop expressed his concerns and listed possible challenges in this endeavor. Superintendent Newman stated that the concerns Mr. Bishop shared have been taken into consideration and that other revenue producing possibilities were also being discussed. Mr. Bishop shared general dollar amounts per acre that could be produced by farming the land. President Lopez thanked Mr. Bishop for his feedback.

6. CLOSED SESSION 5:27 p.m.

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

- **PUBLIC EMPLOYEE PERFORMANCE EVALUATION - SUPERINTENDENT**
  Pursuant to Government Code sec. 54957, the Board will meet in Closed Session for discussion regarding Superintendent's evaluation.
- **CONFIDENTIAL STUDENT MATTER**
  Education Code Sections 35146, 48900 et seq., 48912(b) and 49060 et seq., and 20 U.S.C. Section 1232g
  - Student #11134
- **PUBLIC EMPLOYEE/PERSONNEL**
  - Title: Certificated, Classified, Administration and Unrepresented Employees
- **PUBLIC EMPLOYEE DISMISSAL/RELEASE**
  Pursuant to Government Code Section 54957, the board will meet in closed session to discuss the release of public employees. Employee Organizations: WHEAT, CSEA, and Unrepresented Employee

7. RECONVENED TO OPEN SESSION AT 6:13 p.m.

ACTION NO. 18.142 (#11134)

MOTION by Shawndel Meder, seconded by Patricia Agles, to approve Action No. 18.142 regarding student #11134.

- Webb – Aye
- Newman – Aye
- Agles – Aye
- Meder – Aye
- Lopez – Aye
- Wilkins - Abstain

Vote: (5 Ayes, 0 Absent, 1 Abstention) Motion carries.

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, Mixtli Rodriguez and Justyne Lindley, reported on the following:

- FFA members recently attended Field Days at UC Davis and Chico State.
- The next FFA meeting is scheduled for March 20th which includes a Movie Night.
- Two FFA members will receive their State Degrees at Chico State on March 21st.
- FFA members continue to prepare for fair. There are currently 5 lambs and 5-7 pigs at the school farm.

- The beautiful floral displayed in the library was made by the floral class for the Freshman Pirate Focus on Monday, March 11th.

11. STUDENT AND STAFF RECOGNITIONS

Mr. Walker nominated Student of the Month, Tori Allison. Mr. Olsen shared statements from Miss Allison's teachers which included how she goes above and beyond, always puts in 100%, positive attitude, helpful to other students, a great kid, hardworking, humble, self-aware, willing to push herself, displays an exemplary work ethic, and is very upbeat. Mr. Olsen said Tori Allison is the kind of student who is "always doing the right thing at the right time."

Student of the Month, Michael (Pono) Skousen, was recognized by his teacher as being exceptionally creative, producing high quality work, peers feel valued and supported by him. Mr. Olsen said Pono is accepting of everyone, a great role model and well liked by all. One example of this is his willingness to step in at the last minute to fill a vacant student counselor position at Shady Creek this year.

Robin Embree, Administrative Secretary, was recognized as Employee of the Month for March. Mrs. Embree works with Mr. Olsen who praised her for her many contributions to the district including arriving very early and working "sun up to sun down", maintaining the sub dialer to obtain class coverages, and single handedly cutting tardies in half by holding students accountable. Most importantly, Mr. Olsen noted that Mrs. Embree has successfully developed positive relationships with many of the students sent to the discipline office.

12. OPPORTUNITY FOR EMPLOYEE ORGANIZATIONS TO ADDRESS THE BOARD

- BAFB Liaison – Mrs. Annette Goodly reported on the following:
  - Beale Officer's Spouses Club Scholarship – application deadline is March 31st
  - Responding to Military Children with Exceptional Needs training will be held April 2nd in Yuba City in the Harvest Room at the New Earth Market from 8:00 a.m. – 4:00 p.m. All teachers, parents and counselor who are involved with special needs students are encouraged to attend.
  - Groovy Day for Kids 2019 will be held April 5th from 4:00-7:00 p.m. at the Youth Center. Entertainment to include BMX Stunt Show, Laser Tag, K9-Working Dogs Demo, Carnival Games, Kid Zumba, PDF Line, Rock Wall and Inflatables. Free food will be provided for kids and food trucks will be available for parents.
  - Life Guard positions are available for high schools. For more information please visit www.nafjobs.org.
- Booster President / Representative – no present
- Teachers Association (WHEAT) – no one present
- California School Employees Association (CSEA) – no one present

13. SUPERINTENDENT'S REPORT

Superintendent Newman reported on the following:

- The district met with Greg Isom from Isom Advisors. The bond questions have been completed and the survey will begin soon. The Board will receive a full report during the April meeting.
- Applications are being accepted for Bond Oversight Committee members. An advertisement was placed in the Appeal Democrat as well as on the school website. Appointments will be made during the regular April board meeting. A Bond Oversight Committee member meeting is scheduled for April 24th at 5:00 p.m.
- Chef Kuulei is traveling to Pomona with culinary students on Friday, March 15th. Another culinary student has been hired at Bouchon Restaurant in Napa Valley.
- Assistant Principal candidates will be interviewed next Friday, March 22nd.
- The Strong Workforce Grant application will be submitted Friday.
- The Senior Prank parent notification letter was mailed with the progress reports, posted on the website, and in the daily bulletin.
- Educator of the Year Dinner will be held May 2nd at 5:30 p.m. Chef Kuulei and Culinary students are preparing the meal.
- Through facility hardship, the district will receive at least $42,000 and possibly more.
- $375,000 has been awarded for CTEIG. Part of the funds will be used to turn a room in the library into two offices for counselors. A job description for a College and Career Coordinator is being developed.
- Summer School positions for one teacher and two paraeducators will be posted. The 2019 summer school program is for credit recovery through Edmentum with classes held in the library due to classroom modernization construction.
- Mr. Castillo has contracted with someone to install the personalized bricks in the quad.
- No classified employees applied for the Classified Employee Summer Assistance Program.
- The district is working with feeder schools to develop criteria for math placement.

➢ **Vice Principal**

Mr. Olsen reported on the following:

- On March 11th, 8th graders from the feeder schools attended Pirate Focus on the WUHS campus. Incoming freshmen were greeted by a human tunnel of students, enjoyed cheerleader and pep band performances, a campus tour and clubs in the quad. This event will be replicated for parents tomorrow night in place of spring conferences.
- 9th and 11th grade students are in the process of taking the Healthy Kids Survey. Results will be presented at an upcoming board meeting including a prior year comparison with current survey results as requested by President Lopez.

➢ **Director of Fiscal Services**

Mr. Castillo reported on the following:

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

➢ **Athletic Director**

Ms. Kirby's presentation is attached.

14. CONSENT AGENDA — ACTION NO. 18.143

Approval of the consent agenda as presented:

A. Approve bills and warrants for February 2019 in the amount of $340,660.54

B. Approve hiring of the following personnel:
   1. Jesus Gomez, English Teacher 2019-20 school year
   2. Antwon Hazzard, Special Education Intern 2019-20 school year
   3. Angelica Moddelmog, English Teacher 2019-20 school year

C. Approve following Spring coaching staff:
   1. Jon Paul Shaw, Volunteer JV Baseball Coach

MOTION by Patricia Agles, seconded by Emily Wilkins to approve the consent agenda.

- Webb – Aye
- Newman - Aye
- Agles - Aye
- Meder - Aye
- Lopez - 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 Facilities Sub-Committee – Superintendent Newman discussed the Facilities Projects Timeline, highlighting each item including the following:

- Gym Bleachers – two quotes were received during the bidding process, the lowest from B.T. Mancini at $97,050.00. Superintendent Newman displayed pictures of logo placement on bleachers when closed and on seat end caps. The board gave direction for the district to proceed.
- Football/Soccer Fields – The football field crown will removed with the excess dirt used on the soccer fields, irrigation installation and sod placement. Football field completion date is August 2018. Soccer fields with be planted with sprigs.
- Security Additions – 19 additional camera spots will be added at a cost of approximately $50,000.00. This met with the Board's approval.
- Classroom Technology – The district is moving towards 70" televisions in classrooms with two 6-foot or 8-foot whiteboards on either side. This project will be completed by the beginning of the 2019-20 school year.
- Baseball/Softball Fields – bidding will begin after completion of the current projects.
- Future Projects – CTE facilities grant, cafeteria/multipurpose room, locker room and weight room modernization, roof, HVAC, solar-parking lot lighting and cafeteria modernization when the new cafeteria/multipurpose room is built, and high jump.

- Solar Lighting – Superintendent Newman distributed a proposal from Indoor Environmental Services (IES). Presentations from other companies will be entertained after completion of the classroom modernization.
- Plumas Lake Property – In addition to revenue production through agricultural farming, various other options are being considered including using the land as a solar farm.

16.2 Athletic Sub-Committee – Ms. Kirby reported on the following:

- Weight Room Renovation - Plans were discussed to make the area conducive to sports teams and PE classes.
- Uniform Rotation – Sports teams receive new uniforms every three years. There are four teams on the list for the 2019-20 school year.
- Athletic Budget – Consideration is being given to a Board presentation asking the district to cover all or a portion of tournament costs.
- Fundraising – Ms. Kirby will meet with Superintendent Newman to discuss implementing one or two large fundraising events to help all sports teams meet their financial needs.

16.3 Textbook Adoptions

Textbooks for Pre-Calculus and Biology will be presented during the next board meeting. Information will be sent to board members for their review prior to the meeting.

17. INFORMATION / POSSIBLE ACTION

17.1 FIRST READ AND POSSIBLE APPROVAL OF AR 5117 INTER-DISTRICT ATTENDANCE

ACTION NO. 18.144

Superintendent Newman explained that this CSBA update to AR 5117 would include a 3% limit on out of district transfers that do not fall under one of the exemption categories listed. After discussion, Member Meder called for the question.

MOTION by Shawndel Meder, seconded by Patricia Agles to approve the addition to AR 5117 Inter-District Attendance.

- Webb – Nay
- Newman - Aye
- Agles - Aye
- Meder - Aye
- Lopez - Aye
- Wilkins - Aye

Vote: (5 Ayes, 1 Nay, 0 Absent) Motion carries

18. ACTION ITEMS

18.1 APPROVAL OF SCHOOL INNOVATIONS & ACHIEVEMENT (SIA) GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT FOR 2019-20

ACTION NO. 18.145

MOTION by Patricia Agles, seconded by Shawndel Meder to approve the School Innovations & Achievement (SIA) Good Governance and Program Advisory Services agreement for 2019-20.

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

Vote: (6 Ayes, 0 Absent) Motion carries

18.2 CONSIDER APPROVAL OF THE SECOND INTERIM REPORT ON THE FINANCIAL CONDITION OF THE DISTRICT FOR 2018-19 AND APPROVE BUDGET REVISIONS CONTAINED IN THE REPORT

ACTION NO. 18.146

Mr. Castillo presented the Second Interim Report. *(PowerPoint presentation)*

MOTION by Shawndel Meder, seconded by Patricia Agles to approve the 2018-19 Second Interim Report.

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

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

18.3 APPROVAL OF BID AND CONTRACT FROM RIVERSIDE TECHNOLOGIES INC. (RTI) UTILIZING ERATE FUNDING

ACTION NO. 18.147

(This Action Item was removed during Confirmation of Agenda)

18.4 READ, WAIVE SECOND READING PURSUANT TO BB 9310, AND ADOPT CERTAIN REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS: BP 3311, AR 3311, AR 3311.1, AR 3311.2, AR 3311.3, AND AR 3314

ACTION NO. 18.148

Superintendent Newman explained that these modifications will prevent the district from being slowed down by bid protests.

MOTION by Shawndel Meder, seconded by Frank D. Webb, Jr. to waive the second reading and adopt certain revised board policies and administrative regulations: BP 3311, AR 3311, AR 3311.1, AR 3311.2, AR 3311.3, and AR 3314.

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

Vote: (6 Ayes, 0 Absent) Motion carries

18.5 APPROVAL OF RESOLUTION NO. 18.149, INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES PURSUANT TO SECTION 1.150-2 OF TITLE 26 OF THE U.S. CODE OF FEDERAL REGULATIONS, AS AMENDED

ACTION NO. 18.149

As recommend by district attorneys, the approval of this action item would allow the district to use the tax lease proceeds to reimburse certain expenses incurred over the last 70 days with the lease process.

MOTION by Shawndel Meder, seconded by Patricia Agles to approve Resolution No. 18.149.

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

Vote: (6 Ayes, 0 Absent) Motion carries

19. BOARD MEMBER REPORTS / COMMENTS

- **Mr. Frank D. Webb, Jr.** stated he agrees with the statements made by Mr. Bishop and the district's efforts to explore ways to utilize the Plumas Lake property to produce revenue. All aspects of the purchase were considered during the original property agreement and he continues to stand behind the decisions made.
- **Mrs. Anna Newman** – nothing to report.
- **Mrs. Patricia Agles** – nothing to report.
- **Miss Emily Wilkins** reported the following:
  - Recapped Monday's Pirate Focus event, noting favorable comments from 8th graders about attending WUHS.
  - Track Meeting – Friday, March 15th
  - Pirate Focus Parent Night – Thursday, March 14th
  - Talent Show try-outs are being held this week.
- **Mrs. Shawndel Meder** congratulated Abby Meder and Mike Sappa's accomplishments during the track meet competition at Sacramento State. Mike Sappa placed 1st in the shot-put event with an impressive performance.

  Member Meder commented on the large investment of time and personal finances Troy Getz has made in the sports fields. She requested the Board show their appreciation.

  Requested the district to look into whether THC is included on the list of drugs tested student athletes will be tested for under the new drug testing policy. Drug testing begins in August.
- **Mr. Tony Lopez** – nothing to report

20. ITEMS TO BE AGENDIZED FOR THE NEXT REGULAR MEETING

- Bond Oversight Committee – Member Approval
- Graduation Requirements
- Textbook Presentation
- Superintendent Contract
- Superintendent Salary Schedule

21. ADJOURNMENT - ACTION ITEM NO. 18.150

MOTION by Frank D. Webb, Jr., seconded by Patricia Agles, to adjourn at 8:01 p.m. All yeas. Motion carries.

Respectfully Submitted:

Nicole Newman Superintendent	Shawndel Meder Clerk
Date	Date

Return to Agenda

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

Friday, March 22, 2019 **8:00 AM ~ WUHS Library**

Unadopted Minutes

A special meeting of the Wheatland Union High School District Board of Trustees was held on Friday, March 22, 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, Ashley Freeman, Chris Jorrin, Dave Contreras, Kuulei Moreno, Robin Embree, Tami Umland, Julizza Sandoval and Joe Granata

1. CALL MEETING TO ORDER
President Lopez called the meeting to order at 8:00 a.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
Mr. Frank D. Webb, Jr, Member	Present

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 addressed the board.

6. CLOSED SESSION 8:03 A.M.

- **PUBLIC EMPLOYEE APPOINTMENT / DISCUSSION**
  Position: Assistant Principal (Government Code Section 54957)

12. RECONVENED TO OPEN SESSION AT 1:15 P.M.

13. ACTION ON CLOSED SESSION ITEMS IF ANY
President Lopez reported that no action was taken during closed session.

14. ADJOURNMENT - ACTION NO. 18.151

MOTION by Shawndel Meder, seconded by Patricia Agles to adjourn at 1:18 p.m. All yeas. Motion carries.

Respectfully Submitted:

Nicole Newman Superintendent	Shawndel Meder Clerk
Date	Date

Checks Dated 03/01/2019 through 03/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22161336	03/01/2019	State Board Of Equalization Sales/Use Taxes Remittance	01-4300	Use Tax dues	44.29	
				UTAX dues	7.13	51.42
22161337	03/01/2019	123 Office Solutions	01-4300	Copy Paper		3,636.56
22161338	03/01/2019	A-1 Engineering Services	21-6170	Project-Discus pads		5,427.00
22161339	03/01/2019	All Metals Supply	01-4300	AG Dept Supplies		657.66
22161340	03/01/2019	American Mobile Shredding Inc	01-5800	1/29 Document Shredding Svc		32.00
22161341	03/01/2019	Anderson, James	01-5200	2/2 Expense Reim		13.89
22161342	03/01/2019	Animal Damage Management	01-5504	Feb19 Animal Damage Mgmt		285.00
22161343	03/01/2019	AT&T	01-5900	1/4-2/3 Acct082 Circuit communication Svc	2,025.28	
				1/4-2/3 Acct083Circuit communication Svc	13.14	
				1/4-2/3 Acct743 Circuit communication Svc	179.20	2,217.62
22161344	03/01/2019	Baroni, Stephen M	01-5200	CTE Expense Reim		100.00
22161345	03/01/2019	Beeler Tractor Co	01-4300	Mule service supplies	118.87	
			01-5600	Mule Svc	375.72	
			01-5800	Mule service supplies	318.71	813.30
22161346	03/01/2019	Bob's Lock & Key	01-4300	Maintenance Supplies	368.46	
			01-5800	Maintenance Supplies	368.46	736.92
22161347	03/01/2019	CBDA CASMEC-T Adams	01-4300	CASMEC Conf		195.00
22161348	03/01/2019	Central Drug System Inc	01-4300	FMCSA-Driver handbook		129.30
22161349	03/01/2019	Cev	01-4300	iCEV Certifcation		900.00
22161350	03/01/2019	City Of Wheatland	01-5505	Feb19 Water Svc		2,287.25
22161351	03/01/2019	CMEA Northern Section Pleasant Valley High School	01-5300	CMEA-Choral Festival Admission		150.00
22161352	03/01/2019	College Entrance Exam BoarPSAT 10	01-5800	2018PSAT/NMSQT Test		496.00
22161353	03/01/2019	CSU Foundation	01-5200	Chico State/Butte College Field day		60.00
22161354	03/01/2019	D2 Trailer Sales	01-6400	CTEIG Trailer		16,060.08
22161355	03/01/2019	De Lage Landen Public Finance	01-5600	2/17-3/16 Xerox contract Financing		2,462.95
22161356	03/01/2019	Demco	01-4300	Library supplies		65.39
22161357	03/01/2019	Dennis, Cooper and Associates	21-5800	2014-17 Prop 39 audit	800.00	
				2018 prop 39 audit	1,890.00	2,690.00
22161358	03/01/2019	Diane Lichenberger	13-5800	Dec-jan19 Cafeteria help		62.25
22161359	03/01/2019	Drone System Technologies, LLC	01-4300	Remote Pilot Cert		1,199.00
22161360	03/01/2019	Eastbay	01-4300	BaseBall Jerseys		3,464.11
22161361	03/01/2019	Employment Development Dept	01-5800	AccT 942-2105-8		1,880.98
22161362	03/01/2019	Environmental Systems Inc.	01-4300	HVAC Maintenance & Repairs	371.61	
			01-5600	HVAC Maintenance & Repairs	1,458.72	
			01-5800	HVAC Maintenance & Repairs	51.20	1,881.53

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.

Checks Dated 03/01/2019 through 03/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22161363	03/01/2019	FCOE	01-5800	Cyber High Exams		8,500.00
22161364	03/01/2019	Fletcher's Plumbling Contr Inc	01-5800	Bathroom svc	179.50	
				Main line stoppage	120.00	299.50
22161365	03/01/2019	Flora Fresh Inc	01-4300	Floral Class Supplies		471.46
22161366	03/01/2019	Floral Resources Sacramento	01-4300	Floral Supplies		298.20
22161367	03/01/2019	Freeman, Ashley	01-5200	1/1-1/29 Mileage Reim		141.52
22161368	03/01/2019	General Produce Co	13-4700	Cafeteria food		1,065.80
22161369	03/01/2019	Golden Bear Alarms	01-5500	Feb19 Alarm Svc		186.50
22161370	03/01/2019	Gonzalez, Adela	01-4300	2/11 Expense Reim		8.47
22161371	03/01/2019	Harvey And Songer Inc	01-4300	15 ford van Transportation Supplies	85.77	
				Van 1 /5 Transportation Supplies	92.91	
			01-5600	15 ford van Transportation Supplies	191.99	
				Van 1 /5 Transportation Supplies	207.96	578.63
22161372	03/01/2019	Hust Bros. Inc	01-5600	1/25 Cylinder Rentals		11.98
22161373	03/01/2019	Hylen Distribution	01-4300	Culinary Food	202.50	
			13-4700	Cafeteria Food	1,410.88	1,613.38
22161374	03/01/2019	Interquest Detection Canines Of No Valley Counties	01-5800	2/12 Interquest Detection Svc		330.00
22161375	03/01/2019	J.M. King Consultng, Inc	21-6170	Career Technical Ed	330.00	
				School Facilities	7,278.70	7,608.70
22161376	03/01/2019	James Sutherland	01-5200	1/7-31 Mileage		511.56
22161377	03/01/2019	John Coker Ag Repair	01-4300	bus 11 Transportation Svc/Repairs	84.29	
				Bus 12 Transportation Svc/Repairs	507.84	
				Bus 15 Transportation Svc/Repairs	440.25	
				Bus 16 Transportation Svc/Repairs	202.39	
				Bus 9 Transportation Svc/Repairs	354.88	
				Transportation Svc/Repairs	221.20	
			01-5600	bus 11 Transportation Svc/Repairs	285.00	
				Bus 12 Transportation Svc/Repairs	190.00	
				Bus 15 Transportation Svc/Repairs	475.03	
				Bus 16 Transportation Svc/Repairs	190.00	
				Bus 9 Transportation Svc/Repairs	380.00	
			01-5800	bus 10 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	

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.

Checks Dated 03/01/2019 through 03/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22161377	03/01/2019	John Coker Ag Repair		Bus 9 Transportation Svc/Repairs	95.00	3,995.88
22161378	03/01/2019	Jorrin, Christopher D	01-5200	2/12 Mileage Reim		33.97
22161379	03/01/2019	JW Pepper & Son Inc	01-4300	Music		112.90
22161380	03/01/2019	King Pest Control	01-5504	2/13 Pest Control Svc		180.00
22161381	03/01/2019	Kirby, Susan	01-5200	2/13 Mileage Reim		119.48
22161382	03/01/2019	Landa & Sons Glass Inc	01-5800	Classroom Window Repair	261.54	
				Hall Window repair	391.40	652.94
22161383	03/01/2019	Marysville Bok Kai Parade	01-5800	Msvl Bok Kai Parade Fee		30.00
22161384	03/01/2019	MJB Welding Supply Inc	01-4300	AG Dept Supplies	1,581.02	
			01-5600	1/31 Cylinder Rentals	266.00	1,847.02
22161385	03/01/2019	Mytaste Entertainment	01-4300	Depper-Photo Booth		410.00
22161386	03/01/2019	National Fire Systems Inc	13-5800	Kitchen Hood Semi-annual Svc		184.65
22161387	03/01/2019	New Day Family Counseling Ctr	01-5800	1/28-2/7 Counseling Services	1,020.00	
				2/19-2/21 Counseling Services	1,020.00	
				Counseling Services	1,020.00	
				Jan 22-31 Counseling Services	2,040.00	5,100.00
22161388	03/01/2019	Newman, Nicole	01-5200	1/7-2/14 Mileage Reim	411.80	
				ASCA Expense Reim	272.82	684.62
22161389	03/01/2019	Odyssey Learning Center Inc	01-5100	Jan19 SP ED Services MAvers		3,087.60
22161390	03/01/2019	Office Depot	01-4300	Class Supplies	44.55	
				Classroom Supplies	231.82	
				Janitorial Supplies	71.19	
				Library office supplies	55.38	402.94
22161391	03/01/2019	Olsen, Cylas	01-5200	2/14-15 Mileage Reim		160.00
22161392	03/01/2019	Pacific Gas & Electric	01-5501	1/16-2/14 Acct 590 PG & E Service	4,578.16	
				1/9-2/7 Act 606PG & E Service	10,841.33	15,419.49
22161393	03/01/2019	Penaska, Lisa A	01-5800	AVID/GFSF/CTE Expense Reim		207.40
22161394	03/01/2019	Raj's Mini Mart	01-4300	Jan19 Transportation Fuel		4,706.66
22161395	03/01/2019	Recology Yuba Sutter	01-5502	Feb19 Wast/Garbage Svc		2,374.22
22161396	03/01/2019	School Nurse Supply Inc	01-4300	Health Aid office		49.98
22161397	03/01/2019	Shadd Janitorial Supply	01-4300	Custodial Supplies		359.55
22161398	03/01/2019	Shaun Brady	25-5800	Developer Fee Refund		1,716.48
22161399	03/01/2019	Stephanie Davis	01-5800	Feb19 Psychological Assessments	4,000.00	
				Mar19 Psychological Assessments	4,000.00	8,000.00
22161400	03/01/2019	Stinemans Farm Supply	01-4300	AG Dept Supplies	298.26	
				Maintenance Supplies	652.45	
			13-4300	Kitchen	46.84	997.55

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.

Checks Dated 03/01/2019 through 03/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22161401	03/01/2019	Sysco Food Svcs Of Sacramento	13-4300	Cafeteris supplies	103.44	
			13-4700	Cafeteria food	1,413.53	1,516.97
22161402	03/01/2019	The Danielsen Co	01-4300	Culnary Supplies/Food	27.66	
			13-4300	Cafeteria Food	378.88	
			13-4700	Cafeteria Food	1,637.80	2,044.34
22161403	03/01/2019	The Rock Yard, Inc	Cancelled	Maint supplies		127.55 *
		Cancelled on 03/27/2019				
22161404	03/01/2019	United Site Services	25-6500	Frence Rental		620.46
22161405	03/01/2019	Urban Furtures Inc	21-5800	Annual Report 2017-18		500.00
22161406	03/01/2019	US Bank Corporate	01-4300	2019 Challenge coins	1,357.65	
				Bio Lab supplies	60.04	
				Depper Awards-Trophys	24.76	
				Depper-Gems	5.59	
				Library books	65.42	
				Maintenance Supplies	59.71	
				Phone Cord	7.53	
				Phone cords	15.06	
				STEM Supplies	243.26	
				Trailer Restoration	116.75	
				Whiteboards	941.26	
			01-4400	STEM-Drones	2,014.81	
			01-5200	CCEA Conf-Registration	405.00	
				CSADA Conf-Registration	208.00	
				GFSF Lodging expense	352.12	
				Superintendent Symposium-Lodging	1,111.83	
			01-5800	Coach Clinics	499.00	
				Unpaid Tax	333.78-	7,154.01
22161407	03/01/2019	Verizon Wireless	01-5900	11/23-12/22 Communication Svc	269.68	
				12/23-1/22 Communication Svc	234.81	504.49
22161408	03/01/2019	Wheatland Smog-repair Llc	01-5600	08 Ford Vehicle Repairs & Services	36.75	
				10 ford Vehicle Repairs & Services	36.75	
				Van 5 Repairs & Services	81.89	
				Van 6 Repairs & Services	67.71	223.10
22161409	03/01/2019	Woodwind And Brasswind	01-4300	Music		263.70
22161410	03/01/2019	Yuba County (CDSA)	01-5800	HMBP Plan B3		438.55
22161576	03/08/2019	Academic Innovations	01-5200	GFSF Registration		498.00
22161577	03/08/2019	AVID Center	01-5200	AVID Summer Registration		1,650.00

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.

Checks Dated 03/01/2019 through 03/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22161578	03/08/2019	BUSWEST	01-4300	Bus 33 Glass Windshield	189.78	
				Retractor	148.50	338.28
22161579	03/08/2019	Cal Agri Teachers Assn	01-5200	CATA Conf Registration/Membership		490.00
22161580	03/08/2019	California's Valued Trust	01-3402	Mar19 CVT Trustee	22.80	
			01-9514	Mar19 CVT Ins	95,369.43	
				Mar19 CVT Life	399.00	
				Mar19 Retirees	8,125.26	103,916.49
22161581	03/08/2019	Carlos Rivera	73-5800	FFA Loan		625.00
22161582	03/08/2019	Castillo, Jesse	01-5200	1/31-2/14 Mileage Reim		75.08
22161583	03/08/2019	Diane Lichenberger	13-5800	Feb19 Cafeteria help		33.75
22161584	03/08/2019	Embry, Carlethe	01-5200	2/18 Gas Reim		84.80
22161585	03/08/2019	[redacted]	01-4300	Depper Expense reim		60.84
22161586	03/08/2019	Enterprise Rent-A-Car EAN Services LLC	01-5600	2/18 Vehicle Rent		260.34
22161587	03/08/2019	Fletcher's Plumbling Contr Inc	01-5600	Drain Backup	800.00	
				Foyer bathrooms	1,200.00	2,000.00
22161588	03/08/2019	Flora Fresh Inc	01-4300	Floral class supplies		292.27
22161589	03/08/2019	Follett School Solutions	01-5800	Annual Lic Renewal 2019-2020		1,054.16
22161590	03/08/2019	Freeman, Ashley	01-5200	2/6-2/27 Mileage Reim		78.88
22161591	03/08/2019	General Produce Co	13-4700	Cafeteria food		326.60
22161592	03/08/2019	Geocon Consultants, Inc.	21-6170	Dec18 Pro Svc-HS Bleachers		10,000.00
22161593	03/08/2019	Golden Bear Alarms	01-5500	Mar19 Alarm Svc		186.50
22161594	03/08/2019	Gray Step Software Inc	01-5800	Annual software Lic 2018-19		1,295.00
22161595	03/08/2019	Heredia, Linda	01-5200	10/4-2/27 Mileage Reim		233.80
22161596	03/08/2019	Hulen, Larry	01-5200	2/9 Mileage Reim		161.24
22161597	03/08/2019	Hust Bros. Inc	01-5600	2/25 Cylinder Rentals		15.98
22161598	03/08/2019	Hylen Distribution	01-4300	Culinary Food	73.92	
			13-4700	Cafeteria Food	490.50	564.42
22161599	03/08/2019	James Sutherland	01-5200	2/1-2/28 Mileage Reim		511.56
22161600	03/08/2019	Jaycob Granata	73-5800	FFA Loan		494.00
22161601	03/08/2019	John Coker Ag Repair	01-4300	Bus 10 Transportation Svc/Repairs	49.75	
				Bus 11 Transportation Svc/Repairs	71.11	
				Bus 14 Transportation Svc/Repairs	45.39	
				Bus 15 Transportation Svc/Repairs	648.20	
			01-5600	Bus 11 Transportation Svc/Repairs	285.00	
				Bus 14 Transportation Svc/Repairs	475.00	
				Bus 15 Transportation Svc/Repairs	807.50	
			01-5800	Bus 11 Transportation Svc/Repairs	95.00	2,476.95

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.

Checks Dated 03/01/2019 through 03/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22161602	03/08/2019	Jorrin, Christopher D	01-4300	2/27 Expense Reim	20.84	
			01-5200	2/21 Mileage	13.80	
			01-5800	1/17 Expense Reim	38.79	73.43
22161603	03/08/2019	Martinez, Fidel	01-5200	1/14-1/29 Expense Reim		38.10
22161604	03/08/2019	MJB Welding Supply Inc	01-5600	2/28 Cylinder Rentals		266.00
22161605	03/08/2019	Morgan Stromberg	01-4300	2/5-2/28 Expense Reim		118.98
22161606	03/08/2019	Office Depot	01-4300	Classroom supplies	38.65	
				Janitorial Supplies	35.45	
				Library maint supplies	34.68	
				office supplies	40.96	
				Science Supplies	136.62	286.36
22161607	03/08/2019	Peltons Party Rentals	01-5600	Depper-Tables/chairs		742.50
22161608	03/08/2019	Rideout Occupational Health	01-5800	ABurns DOT/DMV	100.00	
				DTaylor DOT/DMV	100.00	
				FMartinez DOT/DMV	100.00	
				JMayfield DOT/DMV	100.00	400.00
22161609	03/08/2019	School Services Of Calif Inc.	01-5200	SSC-School Const/Acct Workship		450.00
22161610	03/08/2019	Scott Linton	13-4700	Cafeteria Reimbursment		53.75
22161611	03/08/2019	Sysco Food Svcs Of Sacramento	01-4300	Depper		1,048.89
22161612	03/08/2019	The Danielsen Co	13-4300	Cafeteria Food	273.22	
			13-4700	Cafeteria Food	698.51	971.73
22161613	03/08/2019	US Bank Corporate	01-4300	Bio Lab supplies	54.81	
				CC0585 Dominicos	130.54	
				CC0585 Home depot	16.06	
				CC0585 McDonalds	10.28	
				CC0585 Portola Hotel	31.03	
				CC0585Lumberjacks	12.64	
				CC0585Yardhouse	48.29	
				CC1082 Hometown	143.11	
				CC7985 Amazon	64.53	
				Cylinder Tester kit	21.54	
				Depper Awards-kuKui nuts	74.35	
				Depper Supplies	93.36	
				health Aid Supplies	68.04	
				Library books	36.92	
				Medicine Ball Tree	73.97	
				Music class supplies	373.58	

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.

Checks Dated 03/01/2019 through 03/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22161613	03/08/2019	US Bank Corporate		Staff Louncheon	55.38	
				STEM Supplies	79.93	
				Trailer Restoration	434.98	
				Trailer Supplies	41.98	
			01-5200	Staff Lunch	106.33	
				Unpaid Tax	18.48-	1,953.17
22161614	03/08/2019	Verizon Wireless	01-5900	1/23-2/22 Communication Svc		261.13
22161615	03/08/2019	Wheatland Smog-repair Llc	01-5600	Vehicle 08 Ford Repairs & Services		70.36
22161616	03/08/2019	Wheatland Union High Sch Dist	01-4300	Sports Banquet		300.00
22161617	03/08/2019	WUHS Culinary Club	01-5800	2018 YCOE Banquet		700.00
22161618	03/08/2019	Yuba College Welding	01-5200	Weld Registration		420.00
22161672	03/13/2019	TPx Communications	01-5800	TPx Communication		4,393.78
22161874	03/22/2019	Abigail Dequine	73-5800	FFA Loan		600.00
22161875	03/22/2019	Academic Innovations	01-4100	GFSF Instructors Texts		436.87
22161876	03/22/2019	All Metals Supply	01-4300	AG Dept Supplies	3,343.34	
				Metal Order	347.93	3,691.27
22161877	03/22/2019	Appeal-Democrat	21-5800	Bond Oversight Ad		621.84
22161878	03/22/2019	AT&T	01-5900	2/4-3/3 Acct 082 Circuit communication Svc	2,020.82	
				2/4-3/3 Acct 083 Circuit communication Svc	13.22	
				2/4-3/3 Acct 743 Circuit communication Svc	178.91	2,212.95
22161879	03/22/2019	Bob's Lock & Key	01-4300	Maintenance Supplies	60.00	
			01-5800	Maintenance Supplies	60.00	120.00
22161880	03/22/2019	Brandy Wood	01-5200	1/7-2/28 Mileage Reim		487.20
22161881	03/22/2019	BUSWEST	01-4300	Bus 9 Windsheild		684.42
22161882	03/22/2019	CA+SA Studio	21-6170	Architect Services - Cafeteria Panels	2,978.50	
				Architect Services - Classroom Mod	95,918.75	
				Bleachers and Press Box	14,953.95	113,851.20
22161883	03/22/2019	Cal Agri Teachers Assn	01-5200	CATA Conference Registration		565.00
22161884	03/22/2019	Castillo, Jesse	01-4300	GFSF Lunch		19.92
22161885	03/22/2019	Cheema, Gurpreet	01-4300	Target Expense Reim		54.92
22161886	03/22/2019	City Of Wheatland	01-5505	Mar 19 Water Svc		2,352.85
22161887	03/22/2019	Fletcher's Plumbling Contr Inc	01-5800	Foyer plumbing		720.00
22161888	03/22/2019	Flora Fresh Inc	01-4300	Floral class supplies		569.73
22161889	03/22/2019	Green Acres Nursery & Supply	01-4300	Plants		156.68
22161890	03/22/2019	Home Depot Gecf	01-4300	Maintenance Supplies		182.01
22161891	03/22/2019	Hylen Distribution	01-4300	Culinary Food	169.48	
			13-4700	Cafeteria Food	375.01	544.49

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.

Checks Dated 03/01/2019 through 03/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22161892	03/22/2019	immer 1	01-5800	VMware/renewal		2,254.20
22161893	03/22/2019	J.M. King Consultng, Inc	25-5800	King Consulting Services		2,021.25
22161894	03/22/2019	James Pendergraph	01-5800	Live scan reim		70.00
22161895	03/22/2019	Jorrin, Christopher D	01-5200	3/7-14 Mileage Riem		30.84
22161896	03/22/2019	JW Pepper & Son Inc	01-4300	Music		57.55
22161897	03/22/2019	KBA Docusys Inc	01-4300	HI Res Bond		117.65
22161898	03/22/2019	King Pest Control	01-5504	Feb & Mar19 Pest Control Svc		360.00
22161899	03/22/2019	Landa & Sons Glass Inc	01-5800	Repair window		545.71
22161900	03/22/2019	Lee, Shawn	01-4300	bulletin board expense		122.81
22161901	03/22/2019	New Day Family Counseling Ctr	01-5800	2/26-3/7 Counseling Services	2,040.00	
				3/12-14 Counseling Services	1,020.00	3,060.00
22161902	03/22/2019	Norcal Services For The Deaf & Hard Of Hearing	01-5800	2/20 Svc-MPayne		125.00
22161903	03/22/2019	Pacific Gas & Electric	01-5501	2/8-3/11 Acct 606 PG & E Service		10,861.13
22161904	03/22/2019	Purchase Power	01-4300	Feb19 Mail Meter		543.49
22161905	03/22/2019	Quick Glass Service	01-5600	Bus 15 Glass		210.62
22161906	03/22/2019	Raj's Mini Mart	01-4300	Feb 19 Transportation Fuel		5,292.52
22161907	03/22/2019	Recology Yuba Sutter	01-5502	Mar 19 Waste/Garbage Svc		2,374.22
22161908	03/22/2019	Recology Yuba-Sutter Debris Box Svc	01-5502	2/28 Wast/Garbage Svc		25.00
22161909	03/22/2019	Riverside Technologies Inc	01-4300	Document Camera	1,788.65	
			01-4400	CISCO Phones	3,500.00	5,288.65
22161910	03/22/2019	Shadd Janitorial Supply	01-4300	Custodial Supplies		2,679.37
22161911	03/22/2019	Superior Region Cata	01-5200	CATA Regional dues		350.00
22161912	03/22/2019	Sysco Food Svcs Of Sacramento	01-4300	Culinary	678.30	
				Culinary Supplies	510.74	
			13-4300	Cafeteria Food and Supplies	643.50	
			13-4700	Cafeteria Food / Supplies	2,636.54	
				Cafeteria Food and Supplies	4,154.46	8,623.54
22161913	03/22/2019	The Danielsen Co	13-4300	Cafeteria Food	125.79	
			13-4700	Cafeteria Food	1,228.01	1,353.80
22161914	03/22/2019	TIAA Commercial Finance, Inc	01-5600	2/22 Xerox Contract Financing		872.31
22161915	03/22/2019	United Site Services	25-5800	PW-Fence		62.69
22161916	03/22/2019	US Bank Corporate	01-4100	World History Text	14.21	
			01-4300	Admin books	49.33	
				AG Class Supplies	512.34	
				Awards replacement	39.58	
				Brick/concrete	138.26	
				Desktop Organizer	96.51	

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.

Checks Dated 03/01/2019 through 03/31/2019

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment		Expensed Amount	Check Amount
22161916	03/22/2019	US Bank Corporate		Focus Team-Supplies		18.96	
				Library books		62.96	
				Online Scavenger Hunt		37.70	
				Romeo & Juliet Books		486.90	
				School Flags		89.40	
				STEM Supplies		103.24	
				Tractor Restoration		432.75	
				Wireless keyboard		46.65	
			01-5200	CATA Conf-Lodging		2,983.10	
				GFSF Workshop-Loding		445.74	
				Sports Event-Lodging		466.29	
					Unpaid Tax	57.64-	5,966.28
22161917	03/22/2019	Valley Truck And Tractor	01-4300	Maint parts			335.74
22161918	03/22/2019	Wheatland Smog-repair Llc	01-5600	10 ford Vehicle Repairs & Services			67.39
					Total Number of Checks	**164**	**455,622.64**

	Count	Amount
Cancel	1	127.55
Net Issue		455,495.09

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	140	291,722.66
13	Cafeteria Special Rev Fund	15	17,343.71
21	Building Fund	7	140,698.74
25	Capital Facilities Fund	4	4,420.88
73	Fndtn Priv-Purpose Trst Fd	3	1,719.00
	Total Number of Checks	**163**	455,904.99
	Less Unpaid Tax Liability		409.90
	Net (Check Amount)		**455,495.09**

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.

Return to Agenda

Williams Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186(d)]
2018-2019

District Wheatland Union High School

Person completing this form: Mona Hood Title: Administrative Assistant

Quarterly Report Submission Date:
(*check one*)

- ☐ October 2018-1st quarter-(7/1/18-9/30/18)
- ☐ January 2019-2nd quarter (10/1/18-12/31/18)
- ☒ April 2019-3rd quarter (1/1/19-3/31/19)
- ☐ July 2019-4th quarter (4/1/19-6/30/19)

Date for information to be reported publicly at governing board meeting: April 10, 2019
Please check the box that applies:

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

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

Print Name of District Superintendent: Nicole Newman

Signature of District Superintendent — Date: 4/1/19

WHEATLAND UNION HIGH SCHOOL DISTRICT

RECOMMENDATION FOR TEXTBOOK ADOPTION

NEW TEXTBOOK

Title: PreCalculus

Author: Sullivan and Sullivan

Publisher: Pearson

Edition: 7 Copyright date: 2017 ISBN: 978-0-13-430837-1

Contact person: Elaina Zarka-DuFort Telephone: (480) 457-6215 Fax: : (520) 399-8277

Books needed: 65 X cost each: 181 = Subtotal: 11,828.05

Sales tax (8.25%) _____

Textbook is recommended for use beginning in the following school year:2019

Shipping & handling (10%) _____

= Total Cost 12,911.42

TEXTBOOK CURRENTLY IN USE

Title: none

Author: _____

Publisher: _____

Copyright date: _____ Year adopted: _____ Usable copies of hand: _____

Subject in which the text will be used: math

Grade level appropriate? X Yes ☐ No

Give a brief statement of reasons for requesting change: _____

Textbooks were old and did not have digital access to online material to help students. These are updated and will

Digital access for 6 years.

Recommended for adoption by:

Dept. Chair – WUHS *signature:* _____ *date:* _____

Principal – WUHS *signature* _____ *date:* _____

Return to Agenda

Wheatland Union High Sch Dist

Pearson

Ms. Schandia Edwards
Math Teacher
Wheatland Union High Sch Dist
1010 Wheatland Rd
Wheatland, CA 95692-9798
United States

Quote Number: 73570-2

Quote Creation Date: 03-19-2019

Quote Expiration Date: 09-30-2019

Quote Release: 2

Wheatland Union High School - Math - Precalculus 6-YEAR BUNDLE

Price Quote Summary

Solution	Base Amount	Free Amount	Total
Sullivan: Precalculus: Enhanced with	$ 11,955.02	$ 126.97	$ 11,955.02
Solution Subtotal	**$ 11,955.02**	**$ 126.97**	**$ 11,955.02**
Shipping & Handling			**$ 956.40**
Total			**$ 12,911.42**

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Sullivan: Precalculus: Enhanced with Graphing Utilities						
Sullivan, Sullivan, Precalculus: Enhanced with Graphing Utilities, 7th Edition ©2017						
9780134398167	PRECALCULUS EGU + MATHXL FOR SCHOOL 6 YR	$181.97	0	65	$0.00	$11,828.05
9780134267371	ANNOTATED INSTRUCTOR'S EDITION FOR PRECALCULUS ENHANCED WITH GRAPHING U ILITIES	$126.97	1	1	$126.97	$126.97
	Sullivan, Sullivan, Precalculus: Enhanced with Graphing Utilities, 7th Edition ©2017 Subtotal				**$ 126.97**	**$ 11,955.02**
	Sullivan: Precalculus: Enhanced with Graphing Utilities Subtotal				**$ 126.97**	**$ 11,955.02**
	Solution Subtotal				**$ 126.97**	**$ 11,955.02**
	Shipping and Handling					**$ 956.40**
	Total					**$ 12,911.42**

Wheatland Union High Sch Dist

Addendum

To place your order please submit a copy of this price quote with your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form, fax or by mail. Please submit your PO and price via one of the following methods:

e-Form: https://pearsonnacommunity.force.com/support/s/pearson-order-form
Fax: 1-877-260-2530
Mail: Pearson Education, P.O. Box 6820, Chandler, AZ 85246

Pearson does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.
For questions regarding your order please call Customer Service: 1-800-848-9500 .

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Pearson at its offices. Pearson reserves the right to correct typographical, computational or other errors. Pearson's standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Pearson proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Pearson warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Pearson reserves the right to change and/or update technology platforms, including possible edition updates to customers during the term of access . Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within one year from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Pearson within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year.Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: https://www.k12pearson.com/worktext-subscription.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly, unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by emailing k12customerservice@pearson.com .

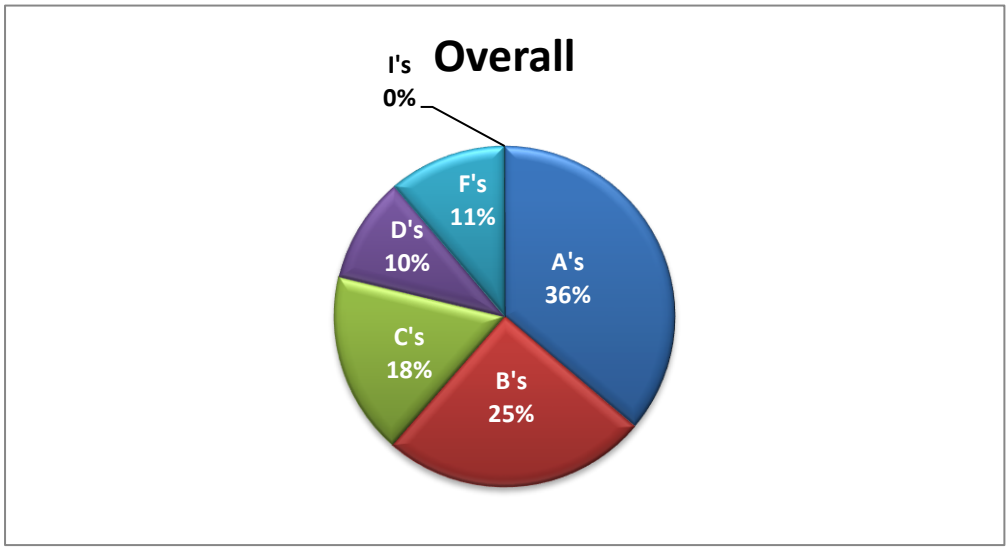
Technical support services are included with purchase of Pearson digital products eform:
https://pearsonnacommunity.force.com/support/s/k12-curriculum-support-form phone: 1-800-234-5832

MyPearson Training which provides online access to on-demand tutorials and interactive webinar sessions is included with purchase of products. https://mypearsontraining.com/

Return to Agenda

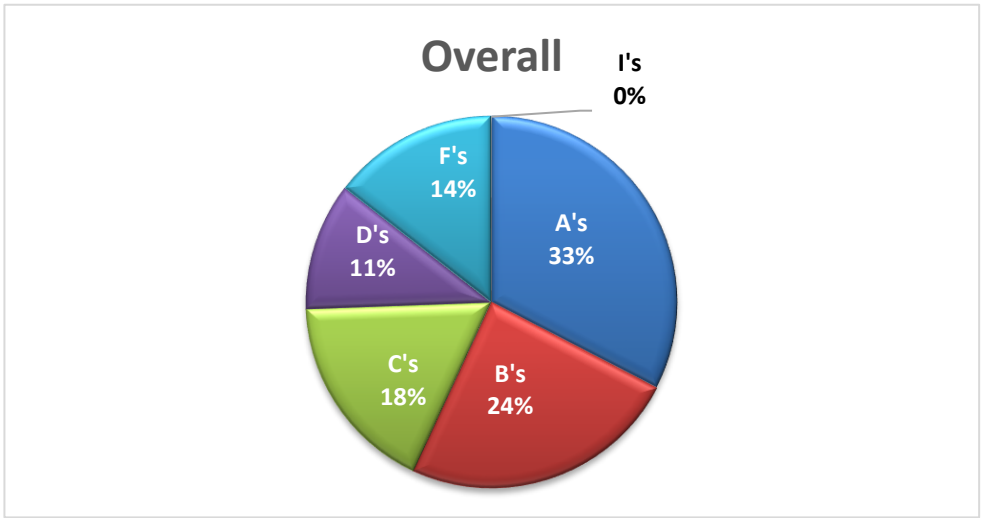
Wheatland Union High School
2018-19 3rd Quarter

	A's	B's	C's	D's	F's	I's
Overall	1761	1232	844	491	543	1



2017-18 3rd Quarter

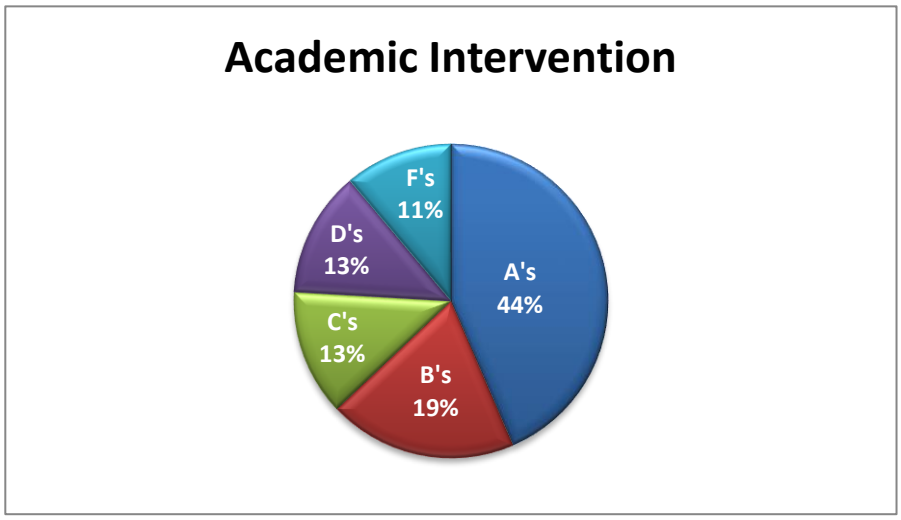
	A's	B's	C's	D's	F's	I's
Overall	1554	1160	834	528	690	1



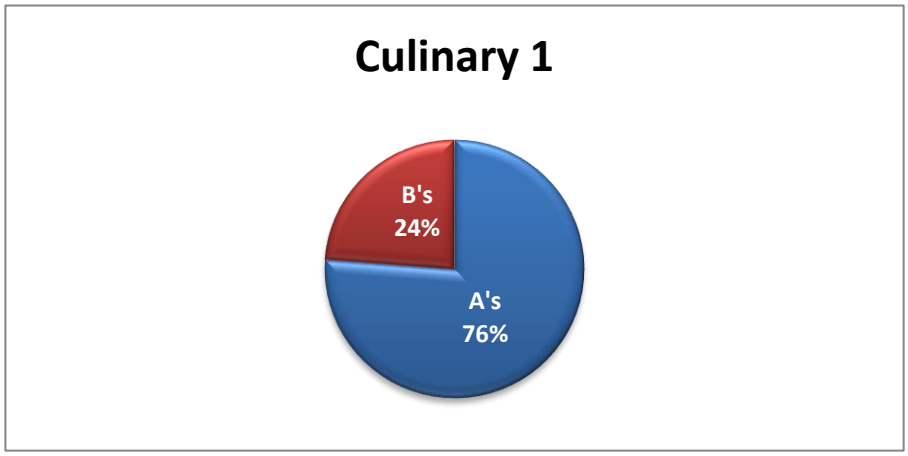
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

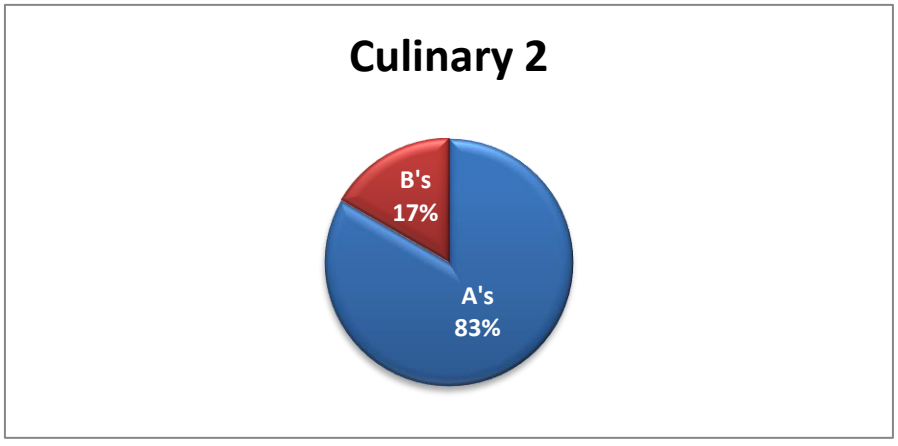
	A's	B's	C's	D's	F's	I's	Total Students
Academic Intervention	47	21	14	14	12		108



	A's	B's	C's	D's	F's	I's	Total Students
Culinary 1	16	5					21



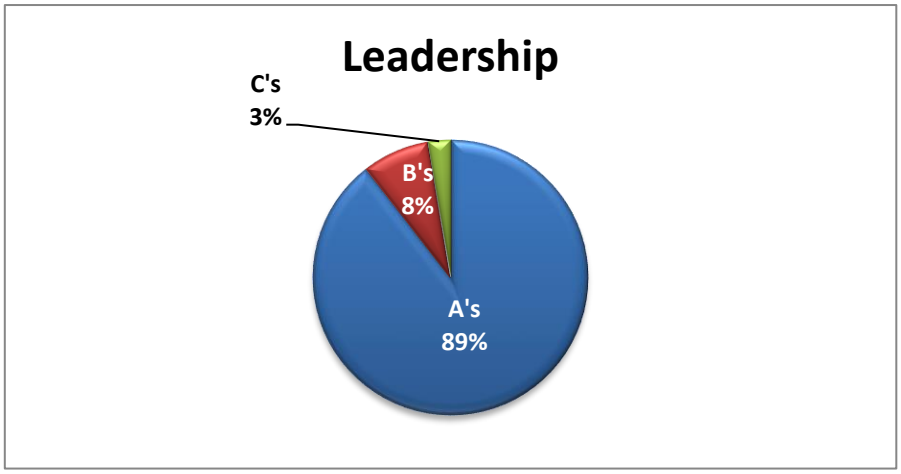
	A's	B's	C's	D's	F's	I's	Total Students
Culinary 2	15	3					18



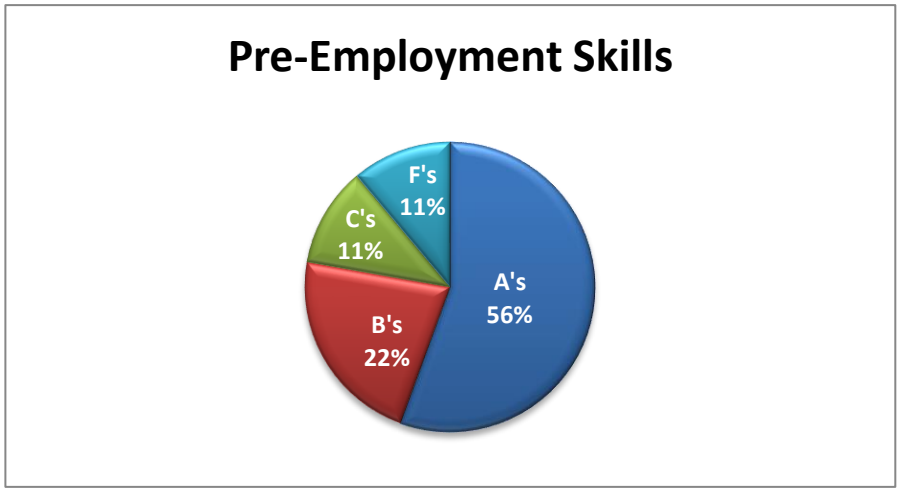
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

	A's	B's	C's	D's	F's	I's	Total Students
Leadership	34	3	1				38



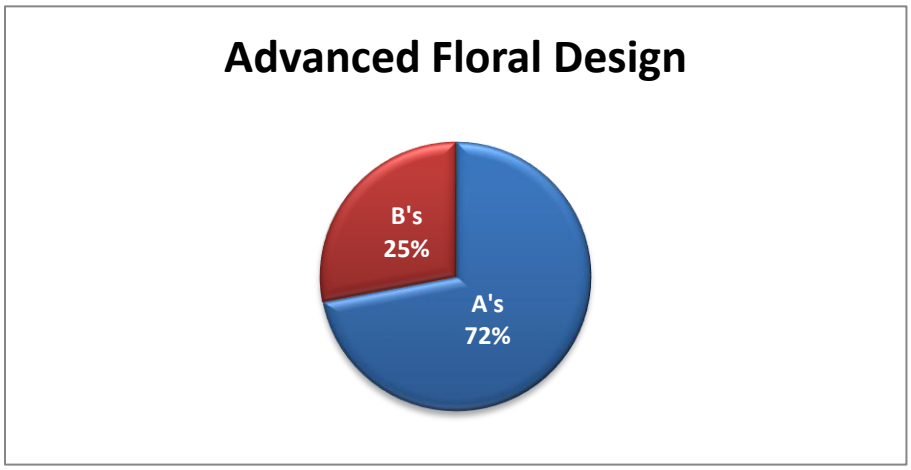
	A's	B's	C's	D's	F's	I's	Total Students
Pre-Employment Skills	5	2	1		1		9



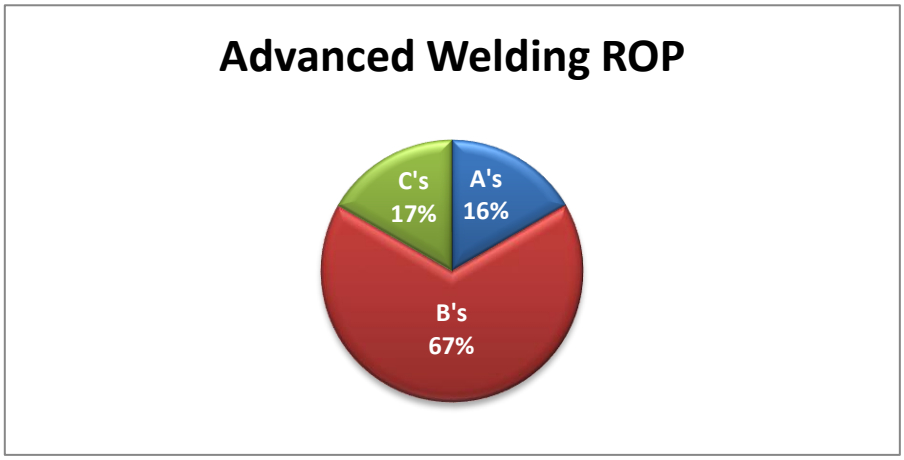
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

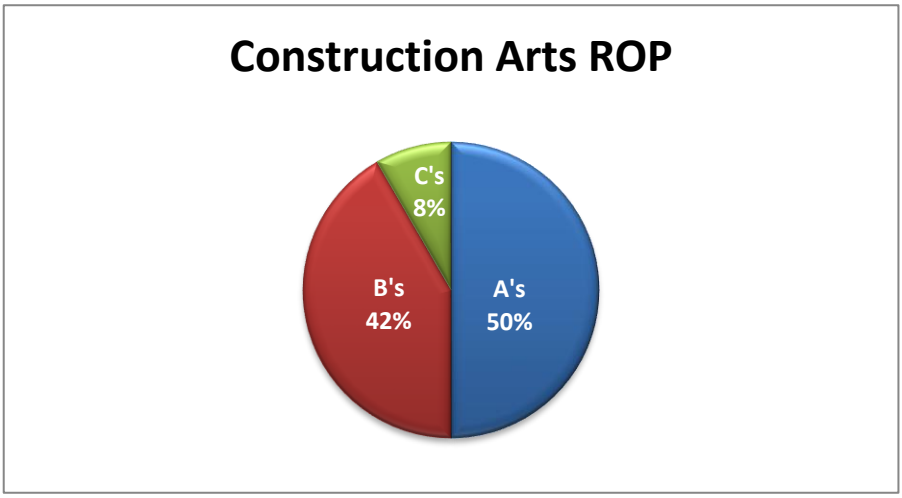
	A's	B's	C's	D's	F's	I's	Total Students
Advanced Floral Design	18	7					25



	A's	B's	C's	D's	F's	I's	Total Students
Advanced Welding ROP	3	12	3				18



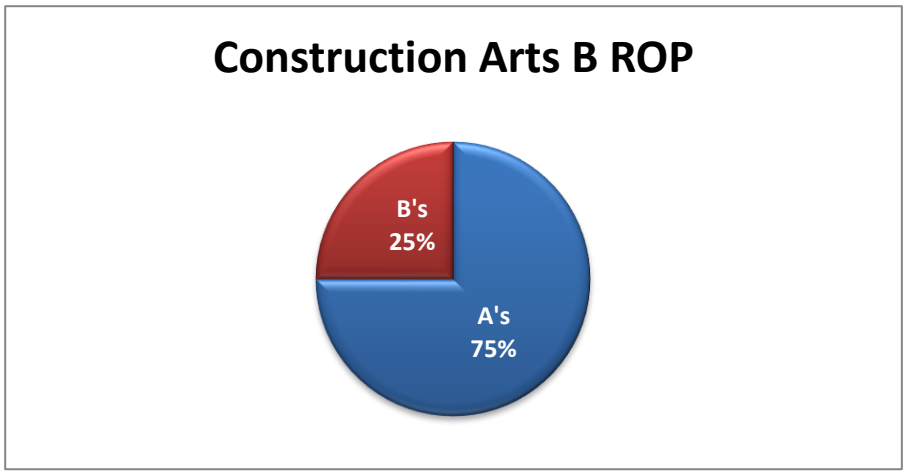
	A's	B's	C's	D's	F's	I's	Total Students
Construction Arts ROP	6	5	1				12



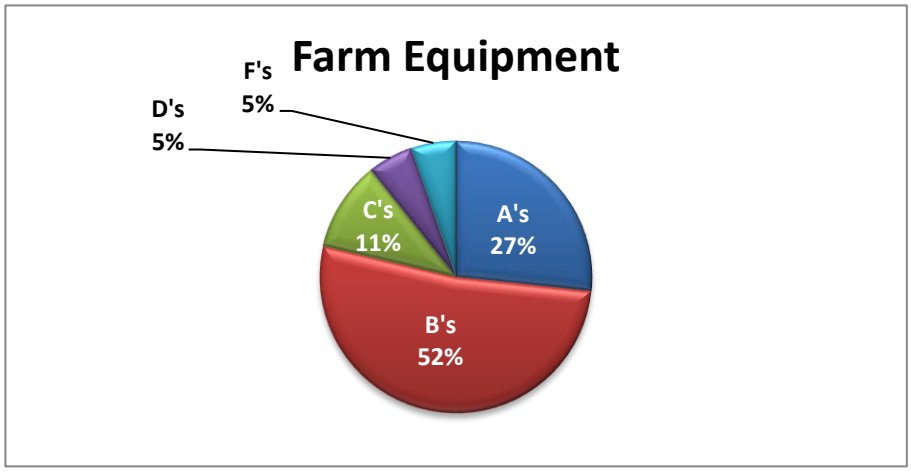
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

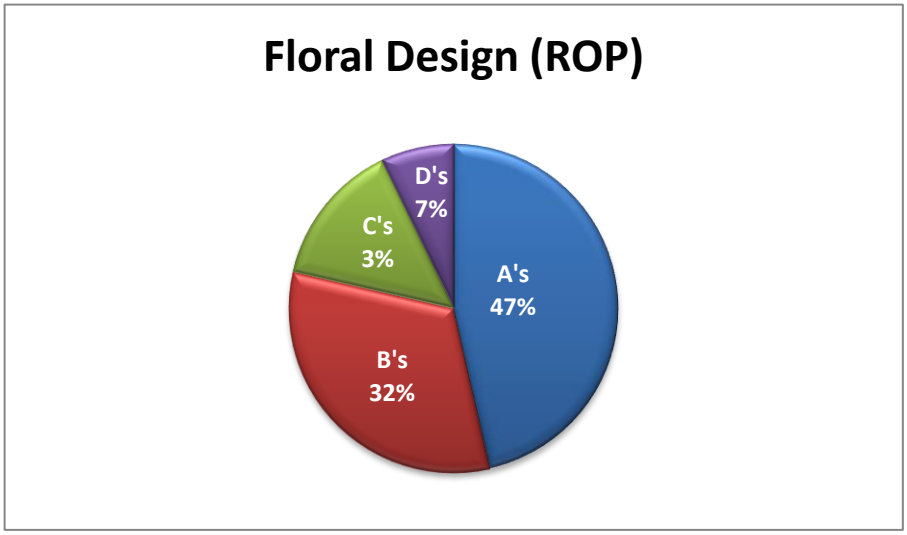
	A's	B's	C's	D's	F's	I's	Total Students
Construction Arts B ROP	6	2					8



	A's	B's	C's	D's	F's	I's	Total Students
Farm Equipment	20	39	8	4	4		75



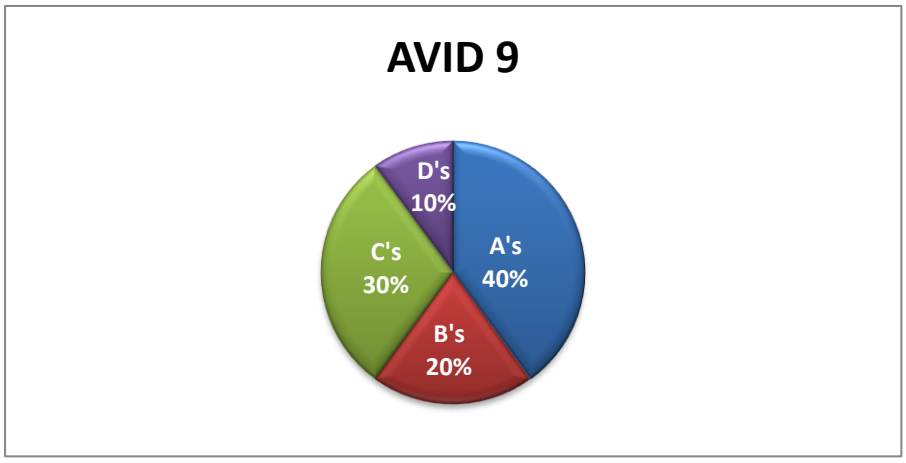
	A's	B's	C's	D's	F's	I's	Total Students
Floral Design (ROP)	13	9	4	2			28



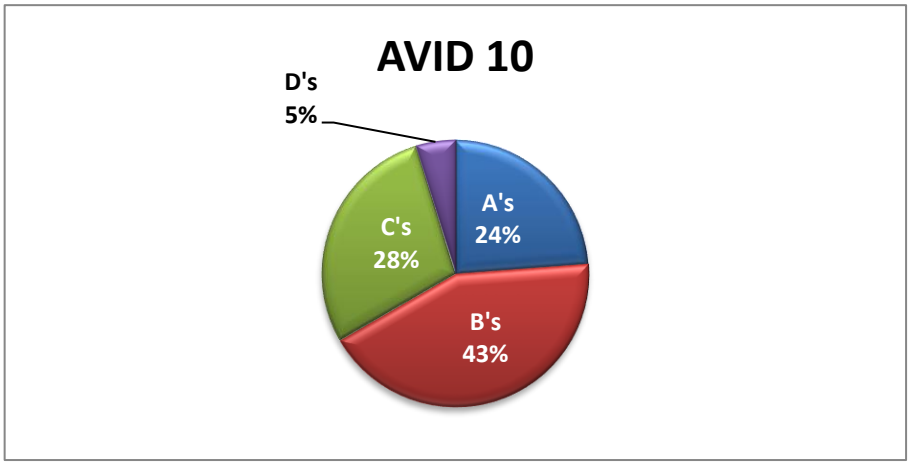
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

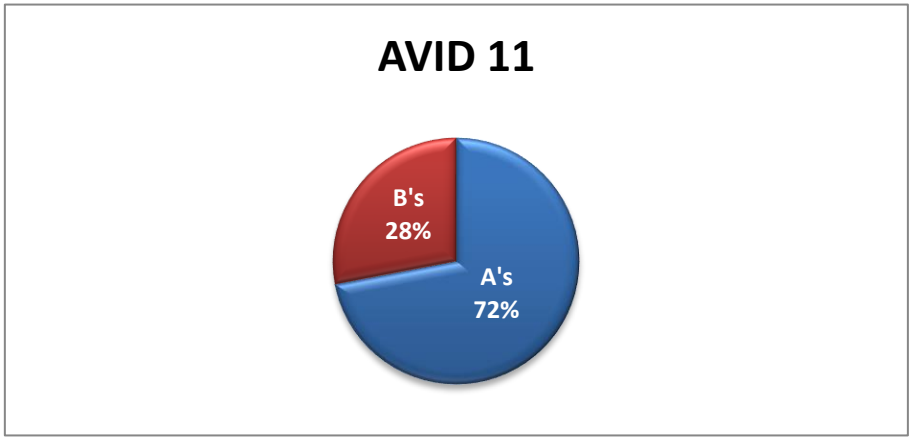
	A's	B's	C's	D's	F's	I's	Total Students
AVID 9	12	6	9	3			30



	A's	B's	C's	D's	F's	I's	Total Students
AVID 10	5	9	6	1			21



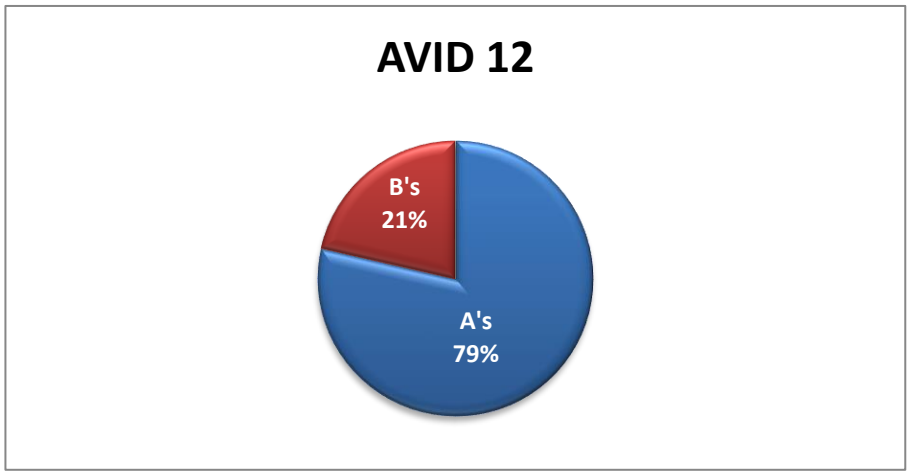
	A's	B's	C's	D's	F's	I's	Total Students
AVID 11	18	7					25



Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

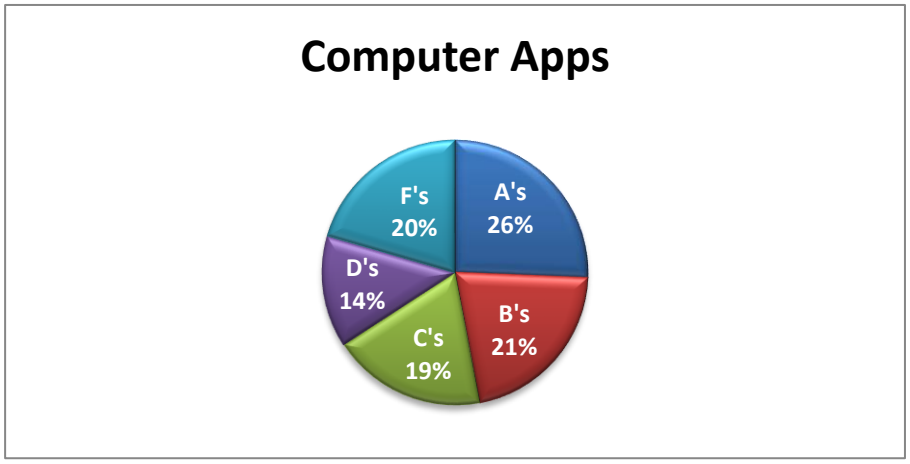
	A's	B's	C's	D's	F's	I's	Total Students
AVID 12	11	3					14



Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

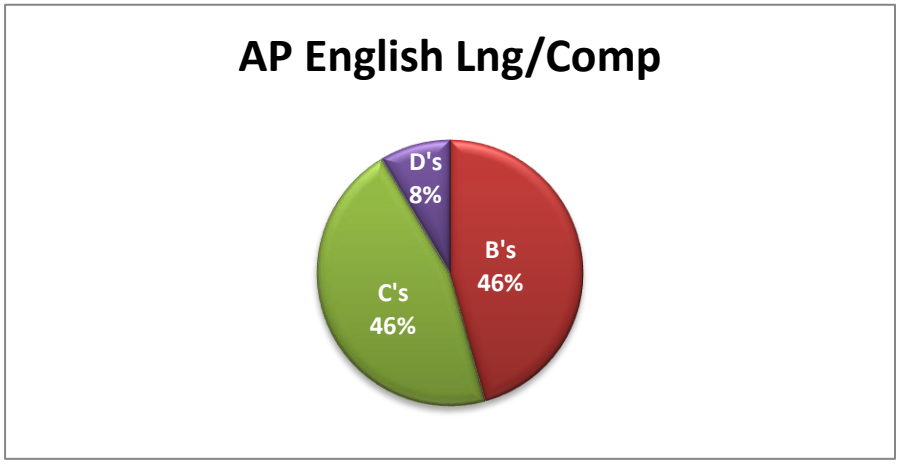
	A's	B's	C's	D's	F's	I's	Total Students
Computer Apps	30	25	22	16	24		117



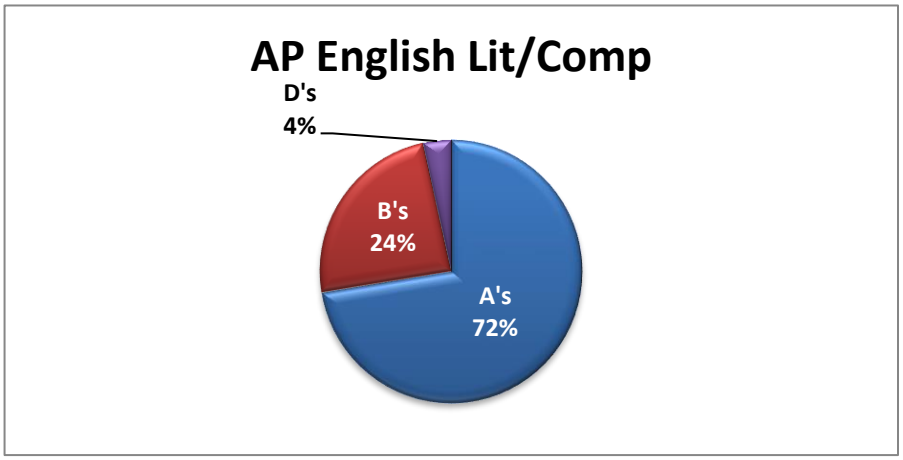
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

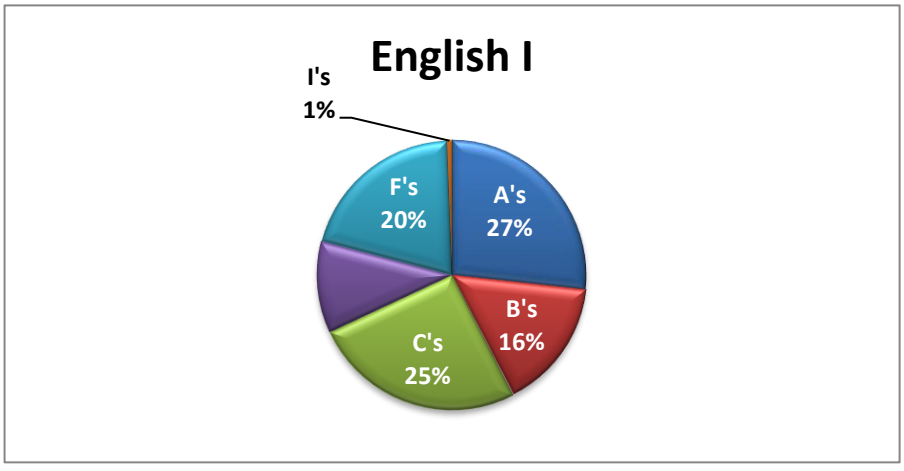
	A's	B's	C's	D's	F's	I's	Total Students
AP English Lng/Comp		16	16	3			35



	A's	B's	C's	D's	F's	I's	Total Students
AP English Lit/Comp	21	7		1			29



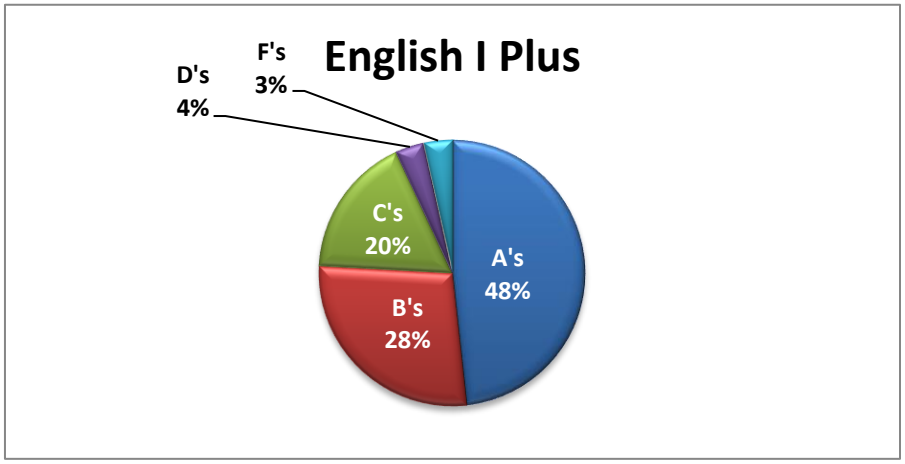
	A's	B's	C's	D's	F's	I's	Total Students
English I	46	27	44	19	35	1	172



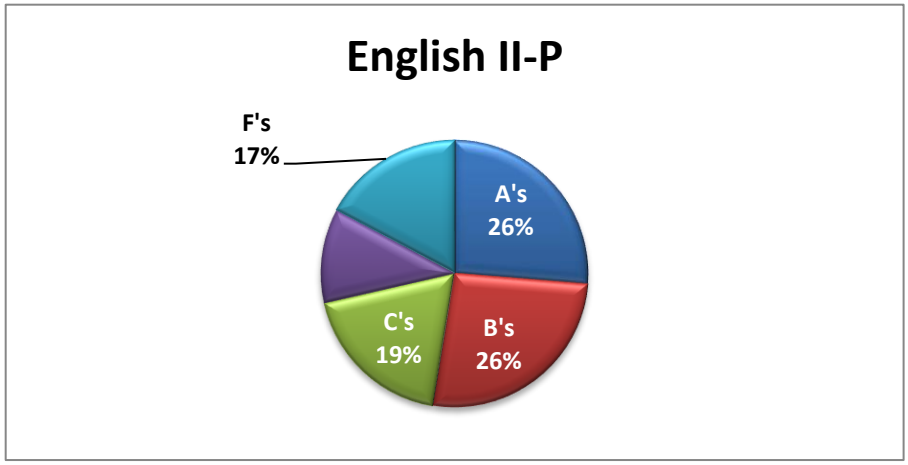
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

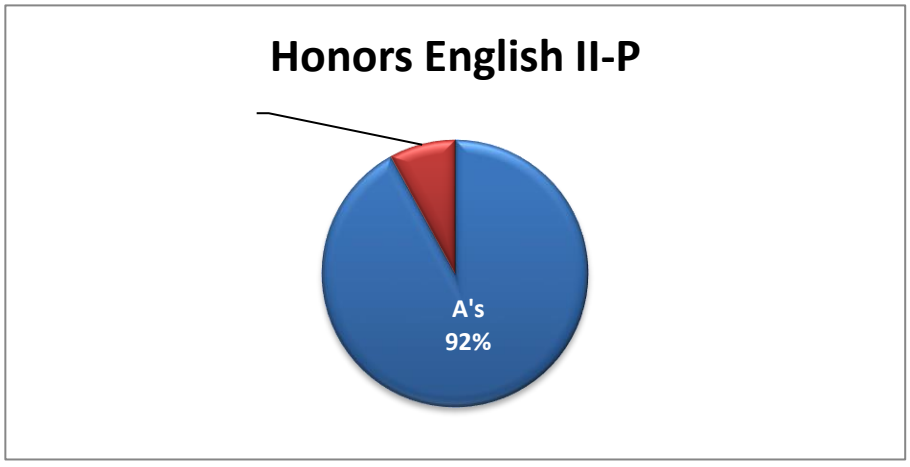
	A's	B's	C's	D's	F's	I's	Total Students
English I Plus	14	8	5	1	1		29



	A's	B's	C's	D's	F's	I's	Total Students
English II-P	46	46	33	20	30		175



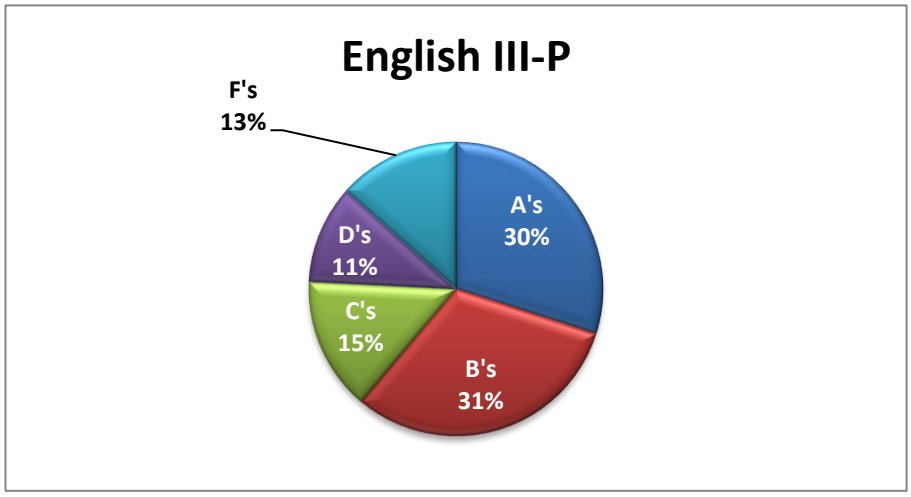
	A's	B's	C's	D's	F's	I's	Total Students
Honors English II-P	23	2					25



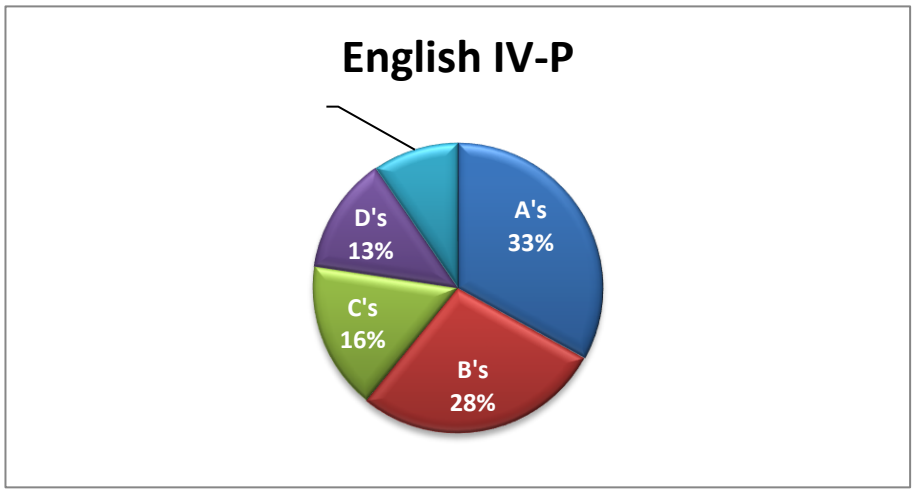
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

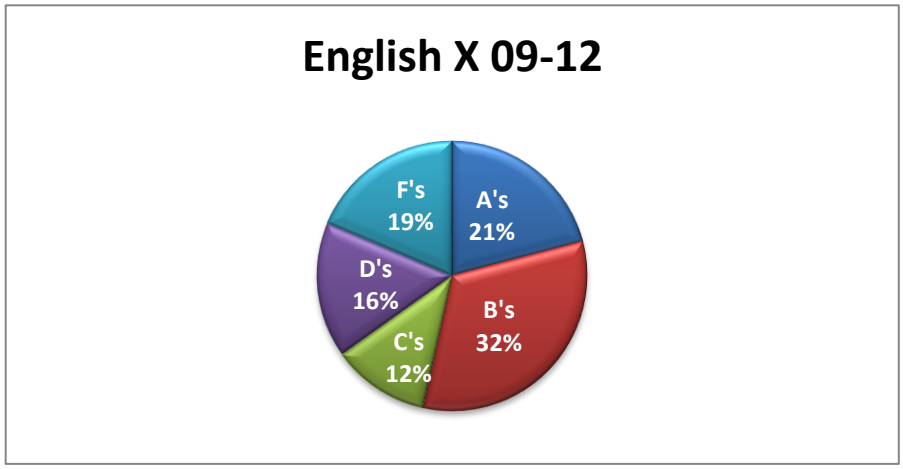
	A's	B's	C's	D's	F's	I's	Total Students
English III-P	47	49	23	17	21		157



	A's	B's	C's	D's	F's	I's	Total Students
English IV-P	38	32	19	15	11		115



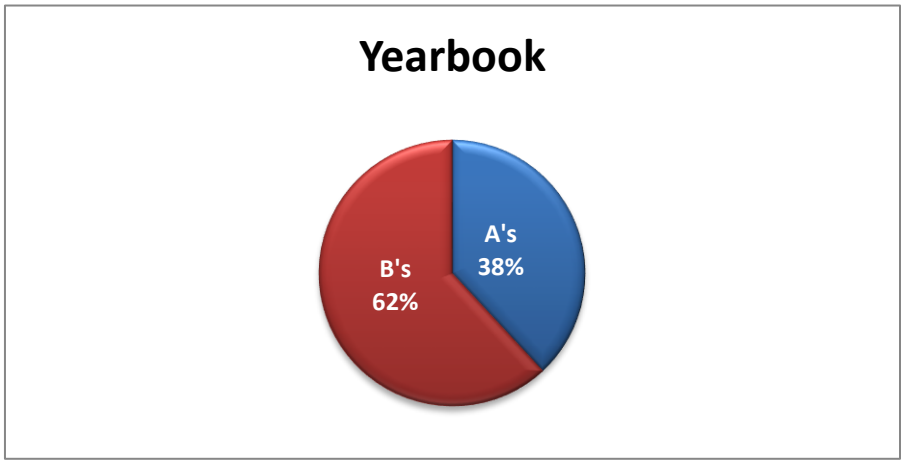
	A's	B's	C's	D's	F's	I's	Total Students
English X 09-12	9	14	5	7	8		43



Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

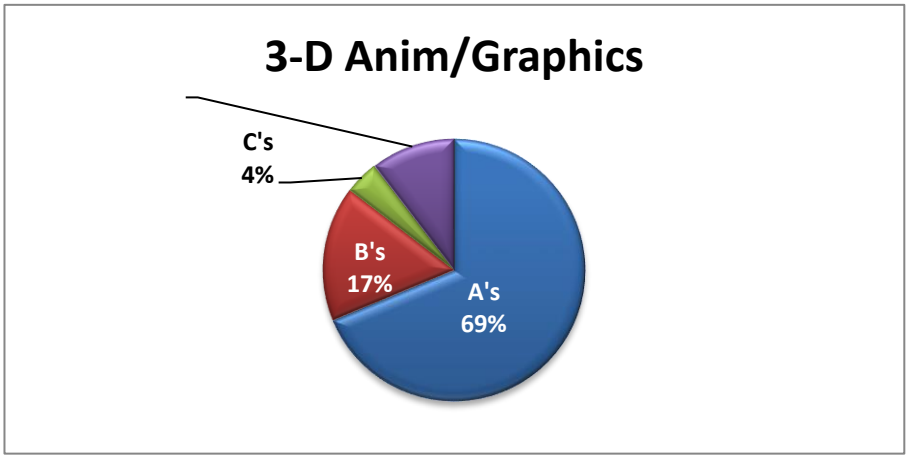
	A's	B's	C's	D's	F's	I's	Total Students
Yearbook	8	13					21



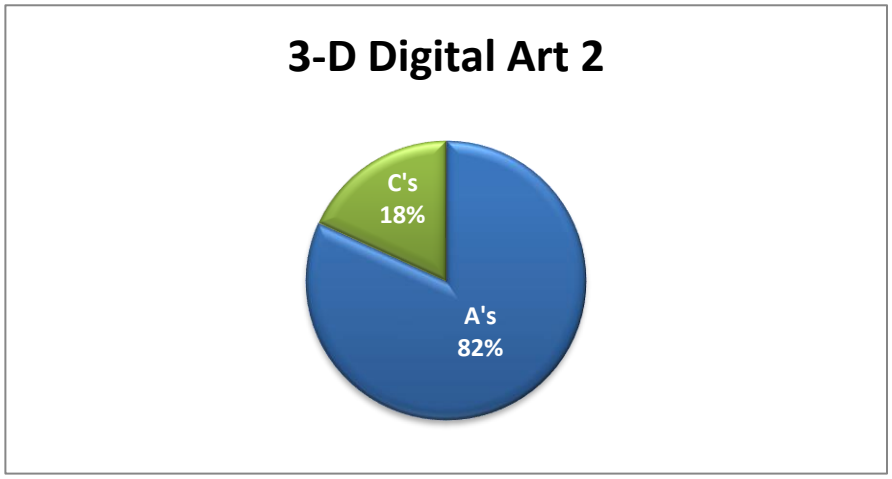
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

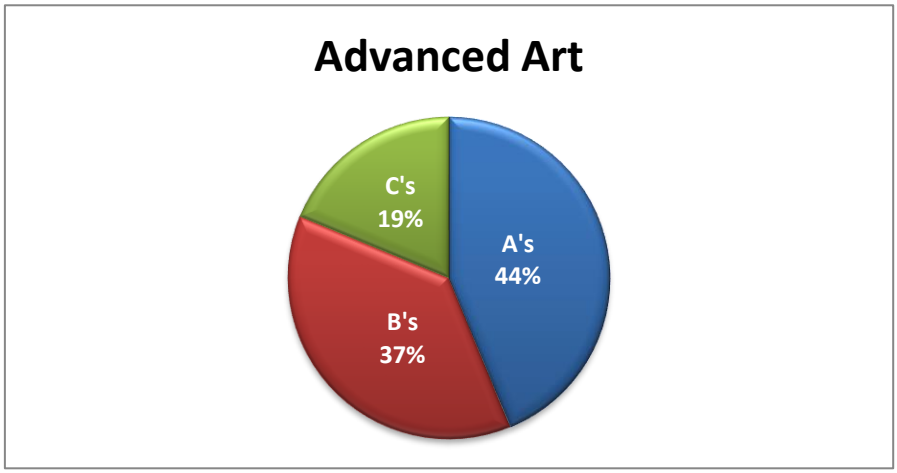
	A's	B's	C's	D's	F's	I's	Total Students
3-D Anim/Graphics	33	8	2	5			48



	A's	B's	C's	D's	F's	I's	Total Students
3-D Digital Art 2	9		2				11



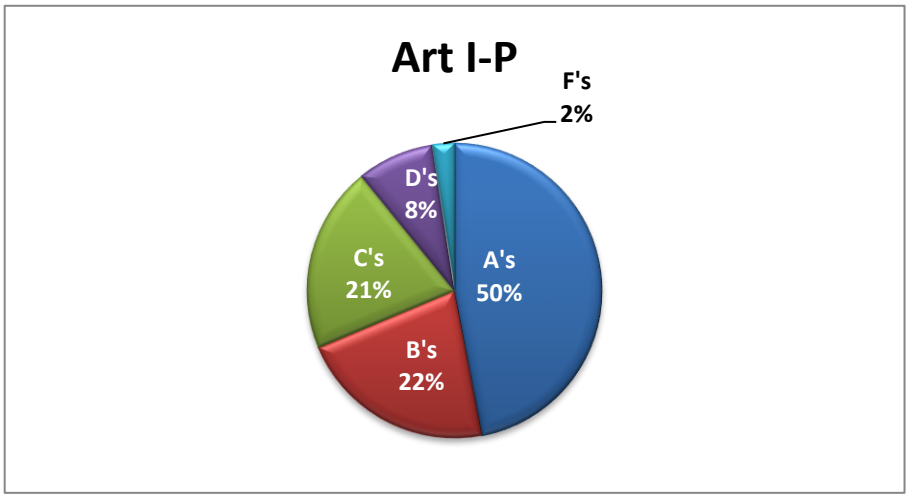
	A's	B's	C's	D's	F's	I's	Total Students
Advanced Art	7	6	3				16



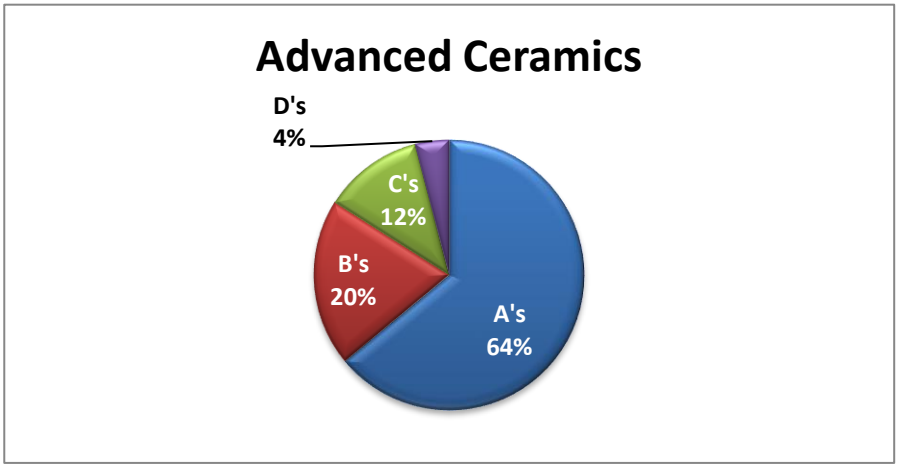
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

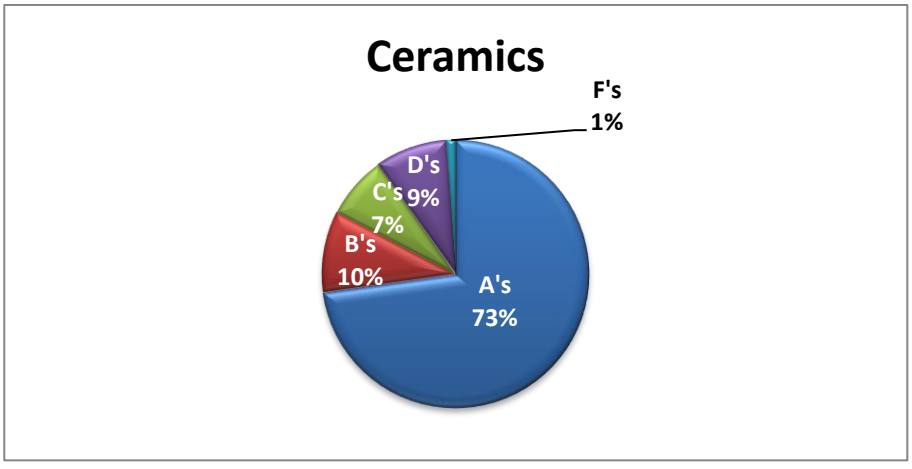
	A's	B's	C's	D's	F's	I's	Total Students
Art I-P	39	18	17	7	2		83



	A's	B's	C's	D's	F's	I's	Total Students
Advanced Ceramics	16	5	3	1			25



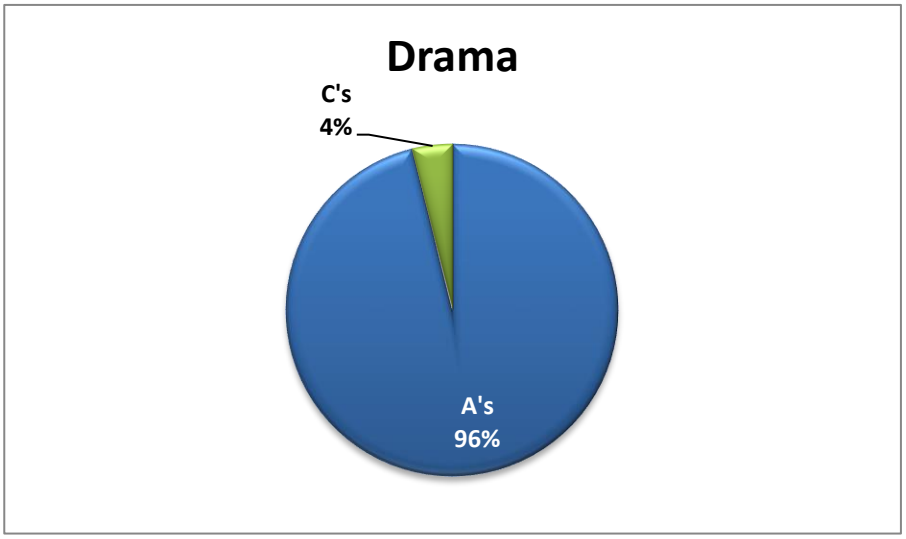
	A's	B's	C's	D's	F's	I's	Total Students
Ceramics	67	9	7	8	1		92



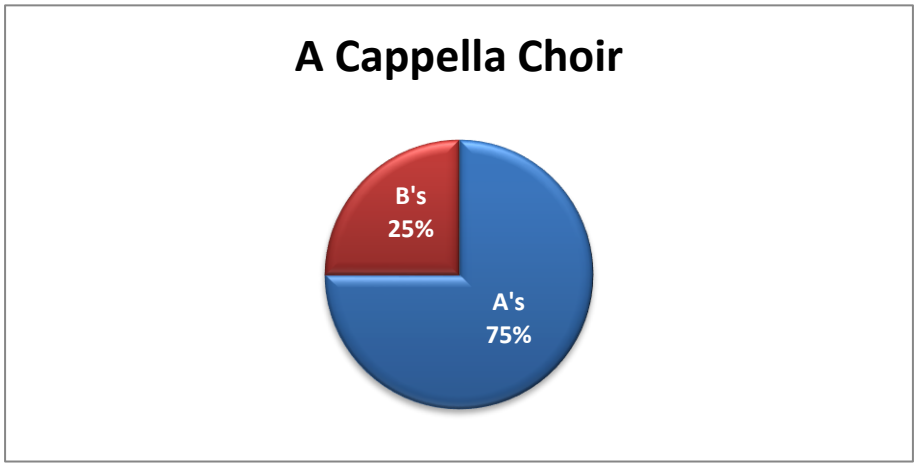
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

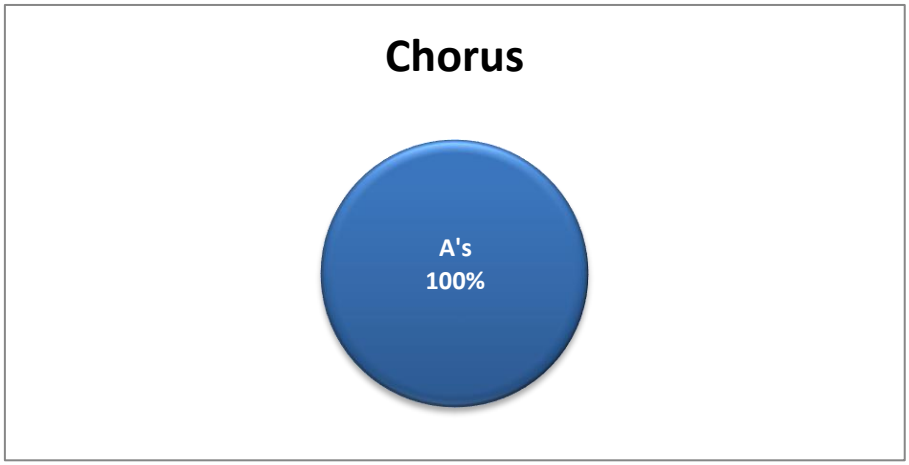
	A's	B's	C's	D's	F's	I's	Total Students
Drama	25		1				26



	A's	B's	C's	D's	F's	I's	Total Students
A Cappella Choir	3	1					4



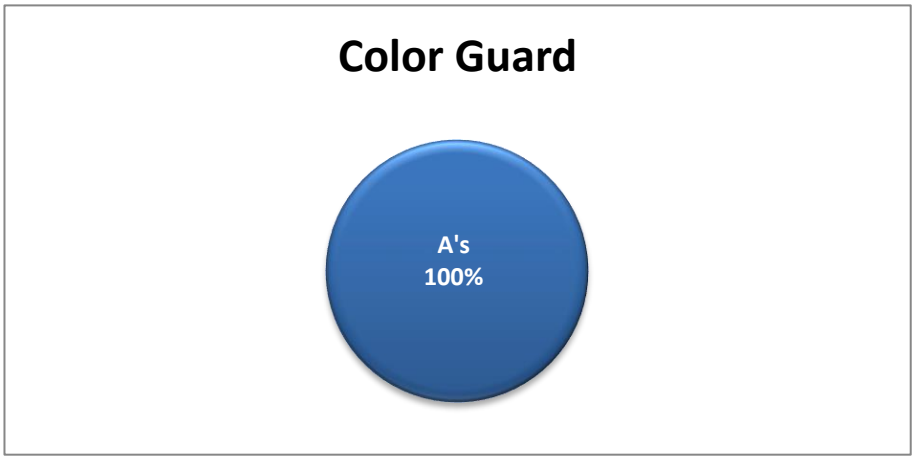
	A's	B's	C's	D's	F's	I's	Total Students
Chorus	20						20



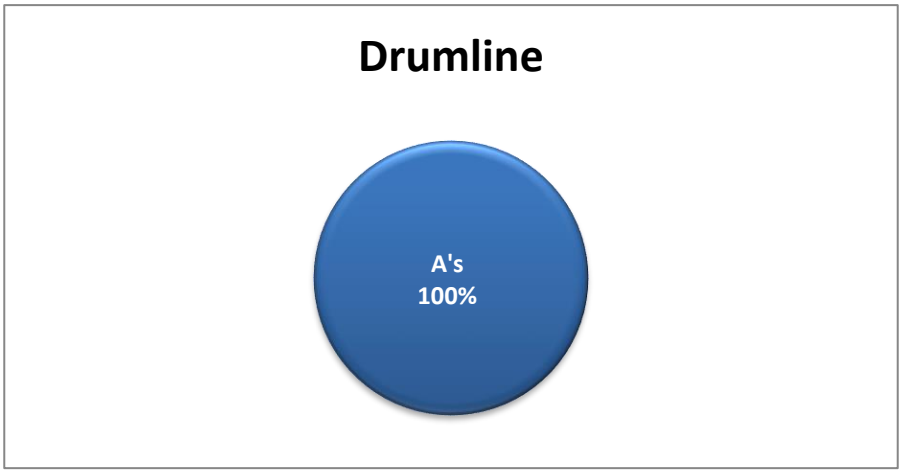
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

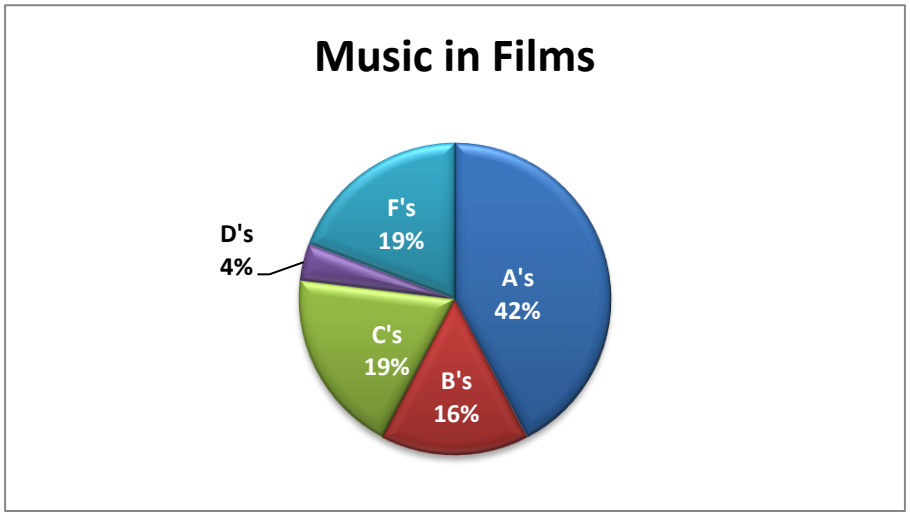
	A's	B's	C's	D's	F's	I's	Total Students
Color Guard	4						4



	A's	B's	C's	D's	F's	I's	Total Students
Drumline	11						11



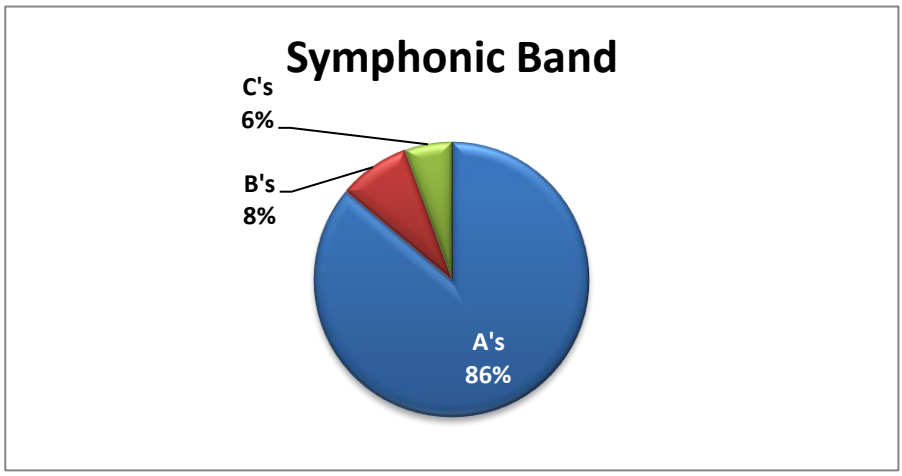
	A's	B's	C's	D's	F's	I's	Total Students
Music in Films	11	4	5	1	5		26



Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

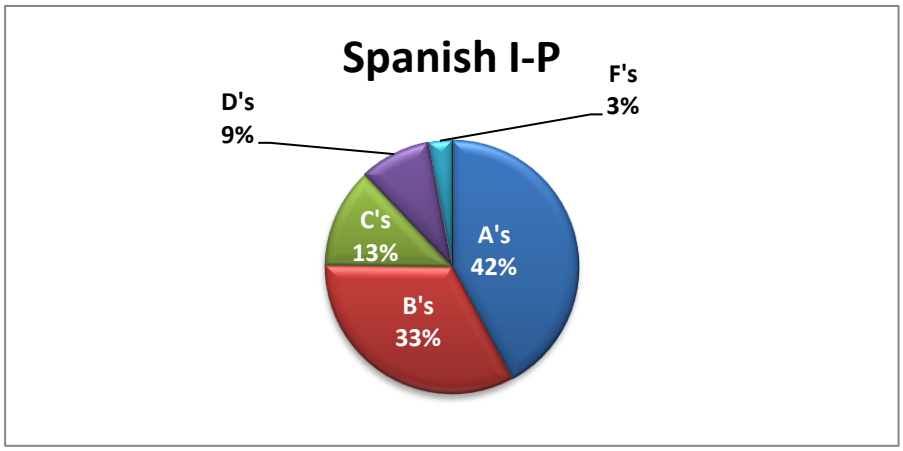
	A's	B's	C's	D's	F's	I's	Total Students
Symphonic Band	31	3	2				36



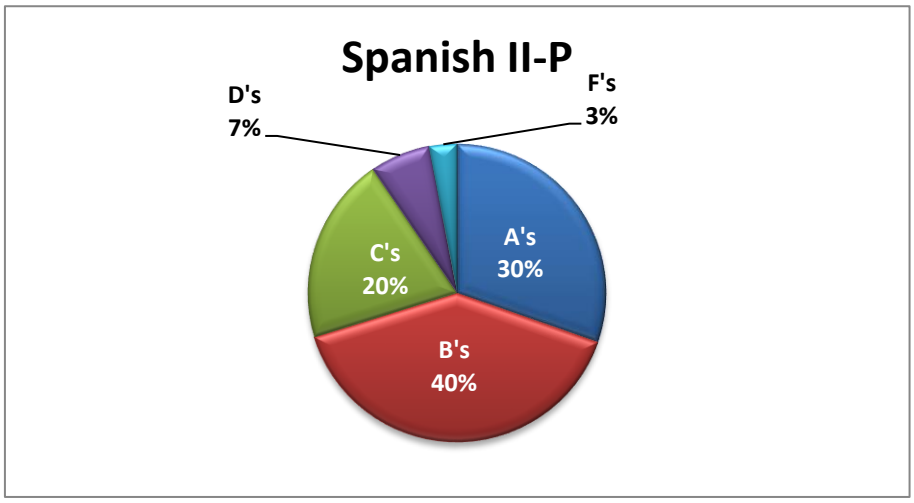
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

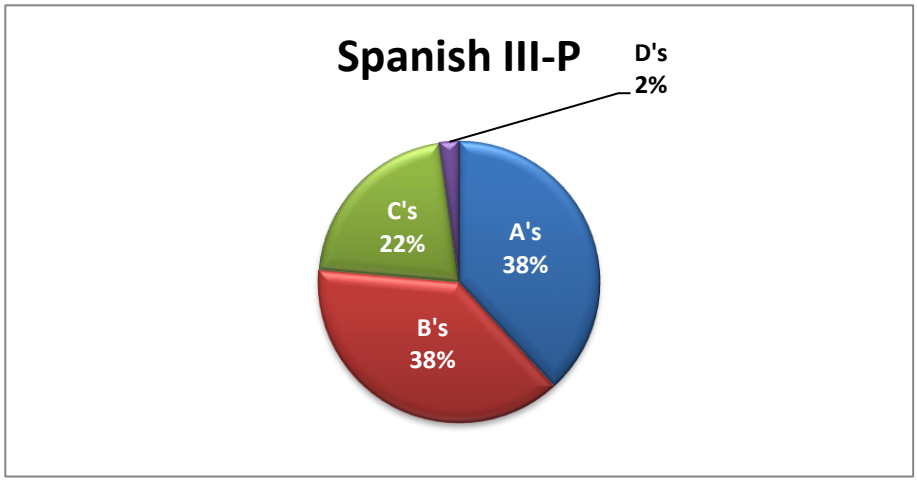
	A's	B's	C's	D's	F's	I's	Total Students
Spanish I-P	56	44	17	12	4		133



	A's	B's	C's	D's	F's	I's	Total Students
Spanish II-P	51	67	34	11	5		168



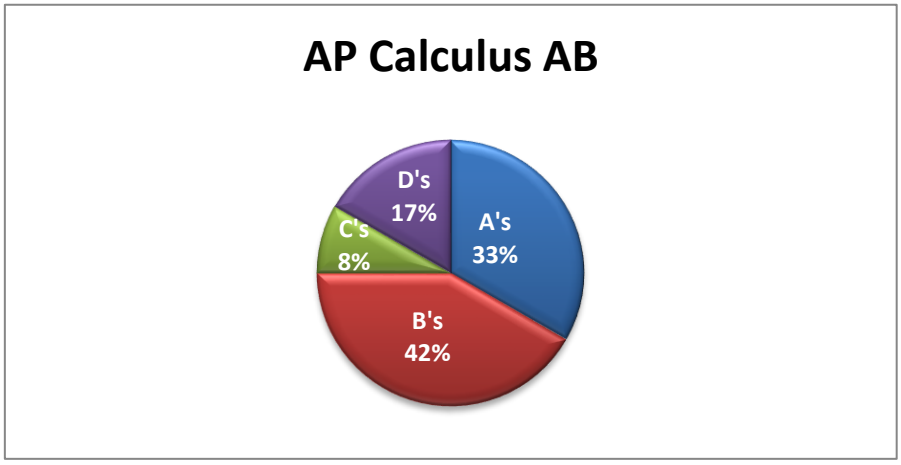
	A's	B's	C's	D's	F's	I's	Total Students
Spanish III-P	34	34	19	2			89



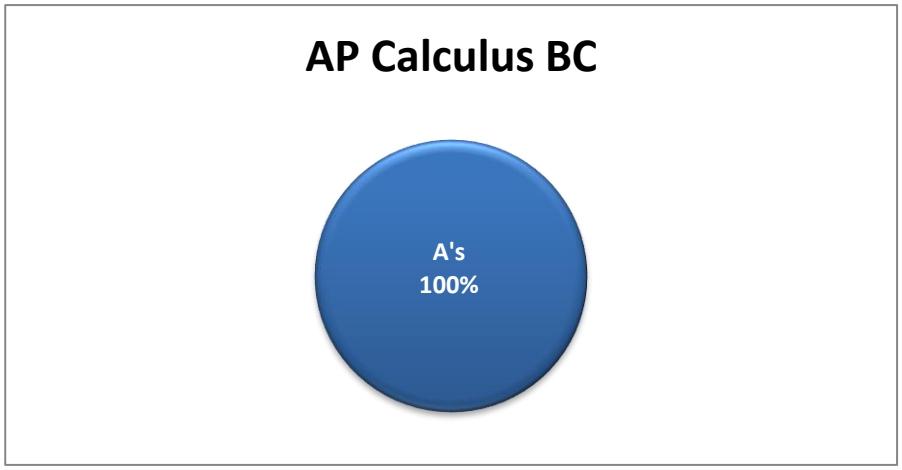
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

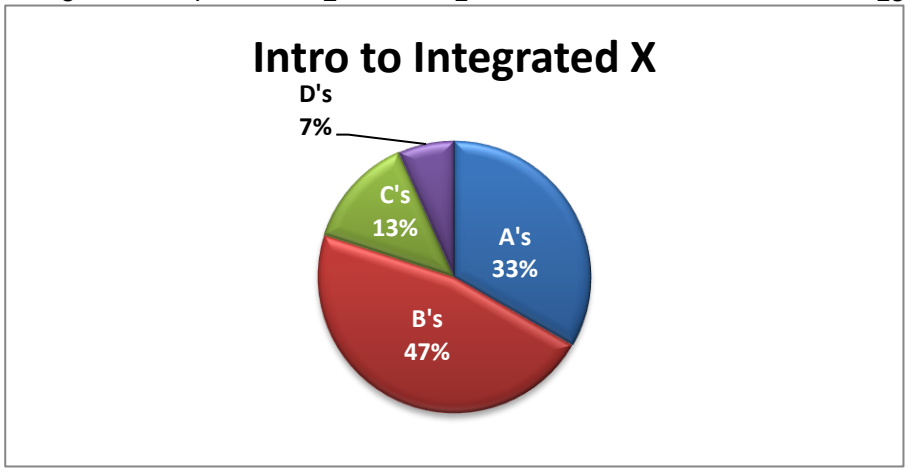
	A's	B's	C's	D's	F's	I's	Total Students
AP Calculus AB	4	5	1	2			12



	A's	B's	C's	D's	F's	I's	Total Students
AP Calculus BC	1						1



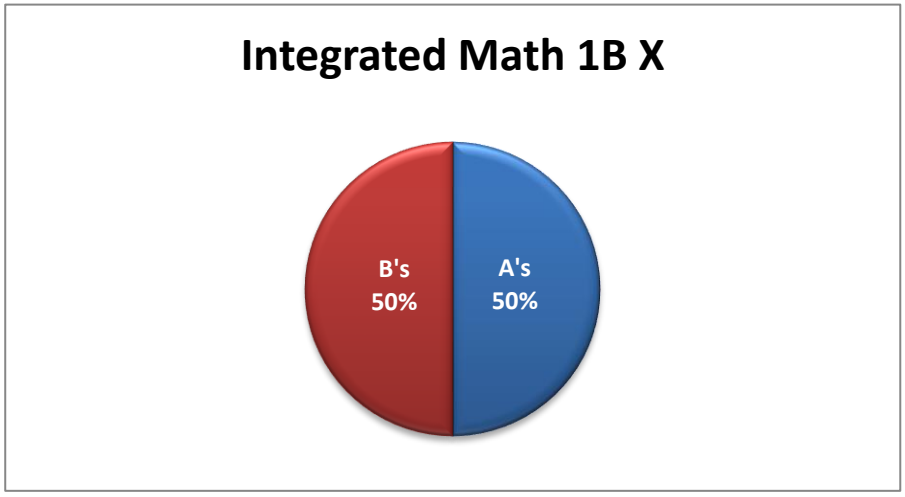
	A's	B's	C's	D's	F's	I's	Total Students
Intro to Integrated X	5	7	2	1			15



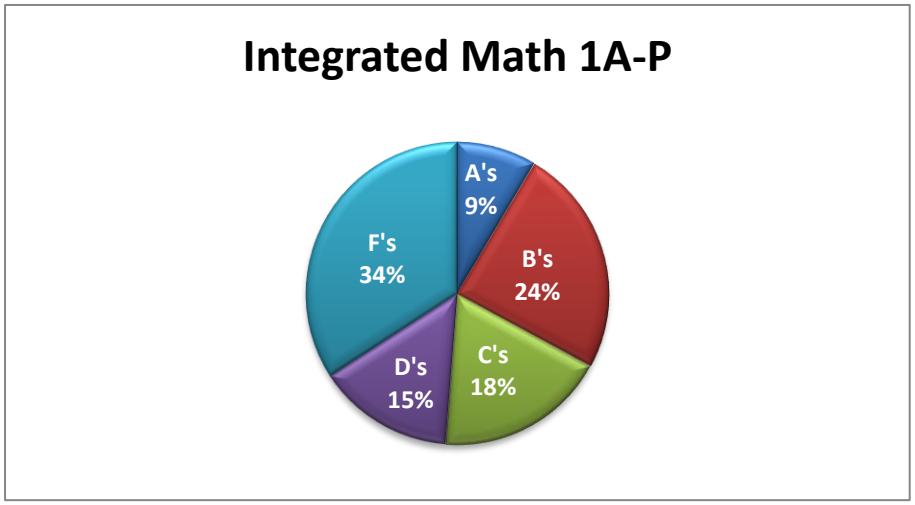
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

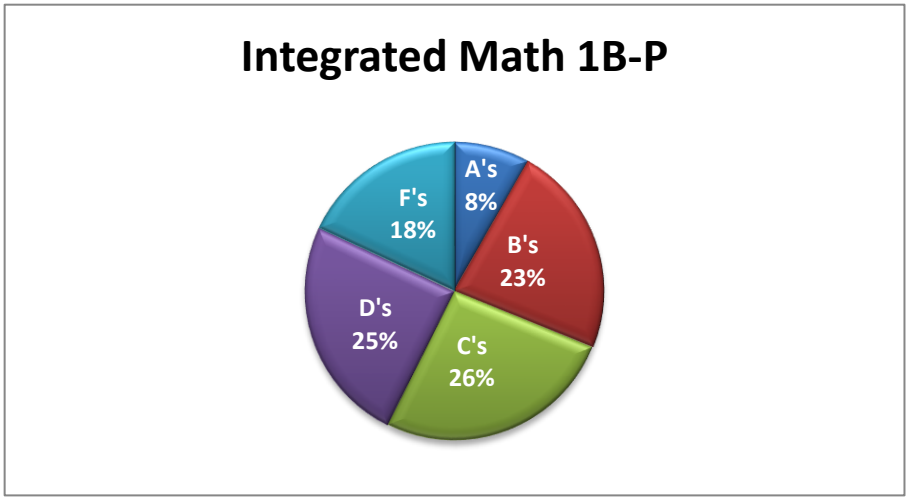
	A's	B's	C's	D's	F's	I's	Total Students
Integrated Math 1B X	7	7					14



	A's	B's	C's	D's	F's	I's	Total Students
Integrated Math 1A-P	7	20	15	12	28		82



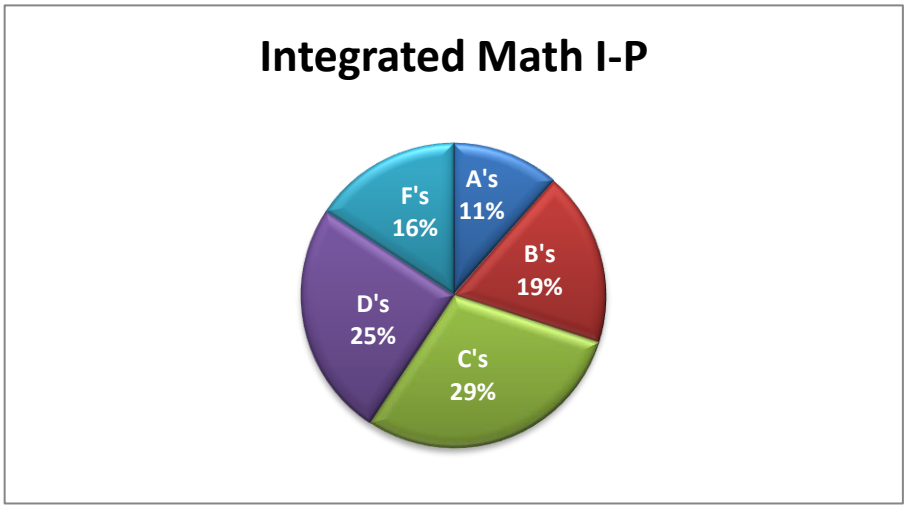
	A's	B's	C's	D's	F's	I's	Total Students
Integrated Math 1B-P	5	14	16	15	11		61



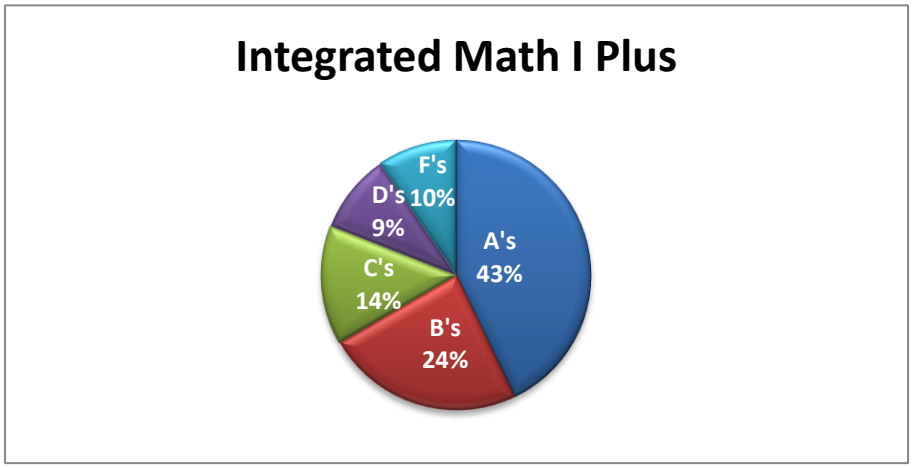
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

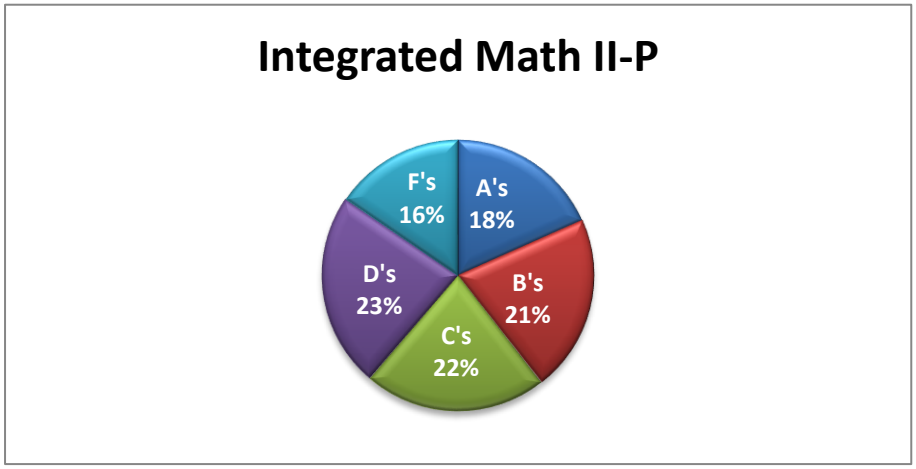
	A's	B's	C's	D's	F's	I's	Total Students
Integrated Math I-P	16	26	41	35	22		140



	A's	B's	C's	D's	F's	I's	Total Students
Integrated Math I Plus	9	5	3	2	2		21



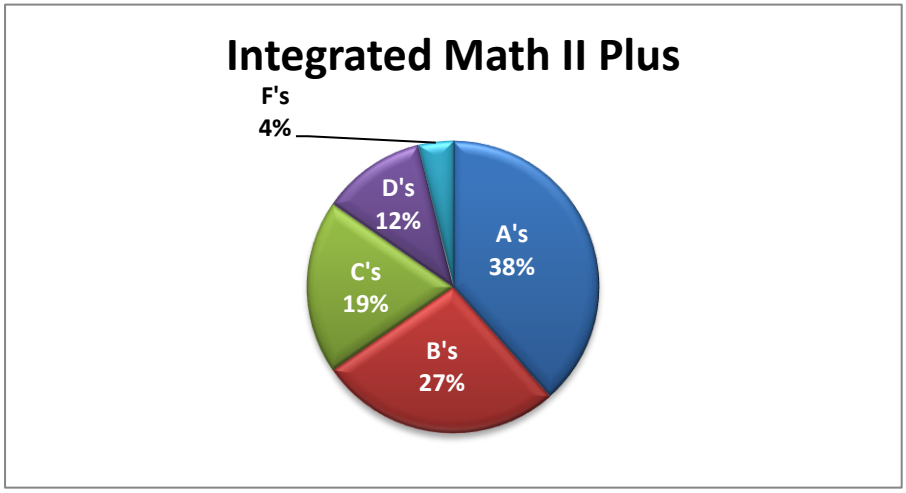
	A's	B's	C's	D's	F's	I's	Total Students
Integrated Math II-P	26	30	31	33	22		142



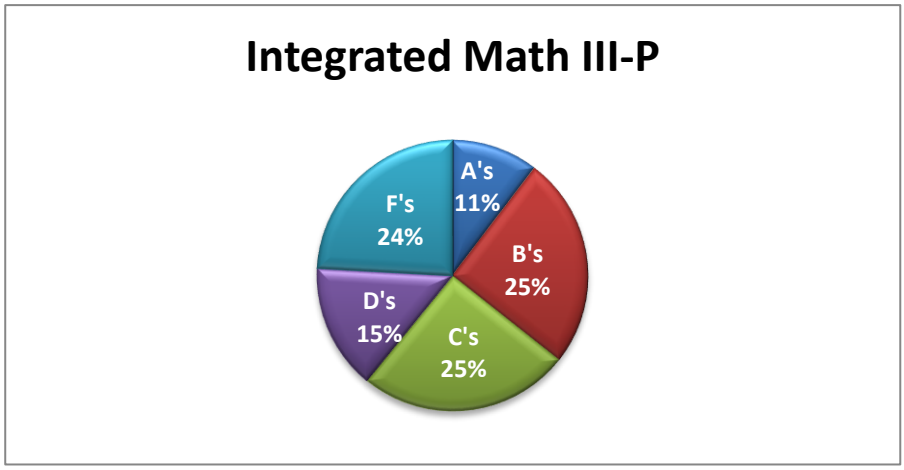
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

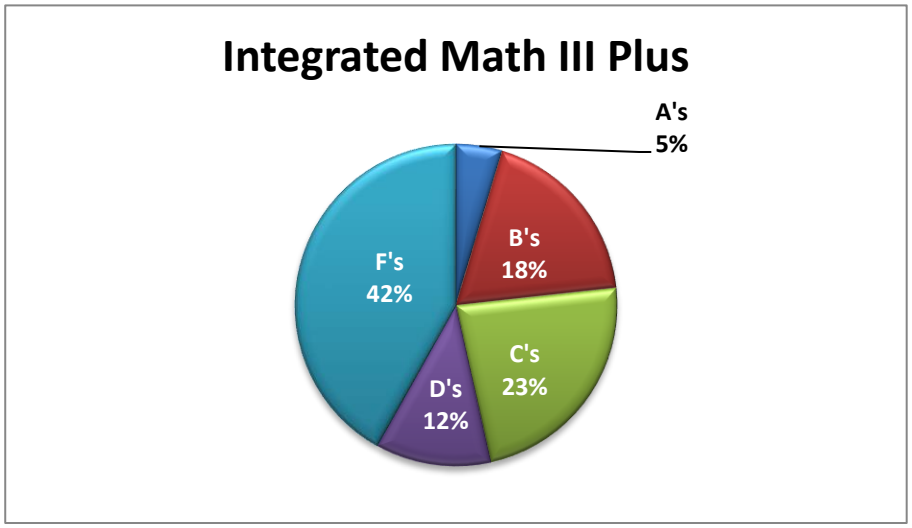
	A's	B's	C's	D's	F's	I's	Total Students
Integrated Math II Plus	10	7	5	3	1		26



	A's	B's	C's	D's	F's	I's	Total Students
Integrated Math III-P	9	22	22	13	21		87



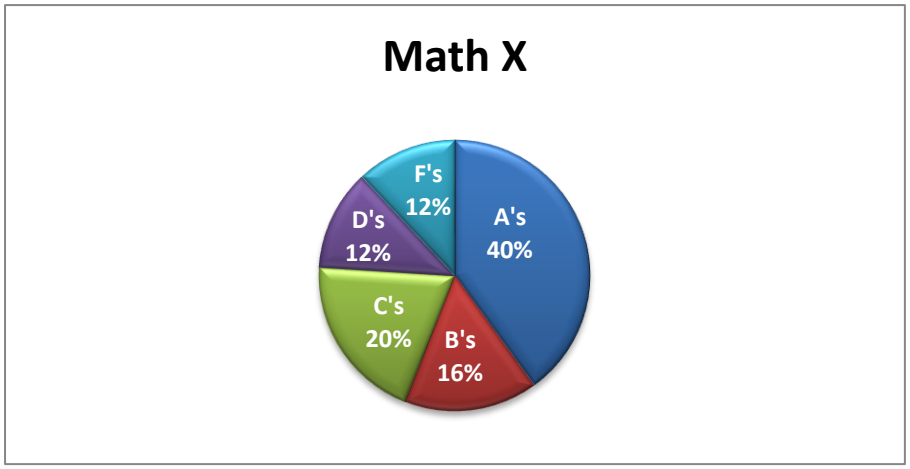
	A's	B's	C's	D's	F's	I's	Total Students
Integrated Math III Plus	2	8	10	5	18		43



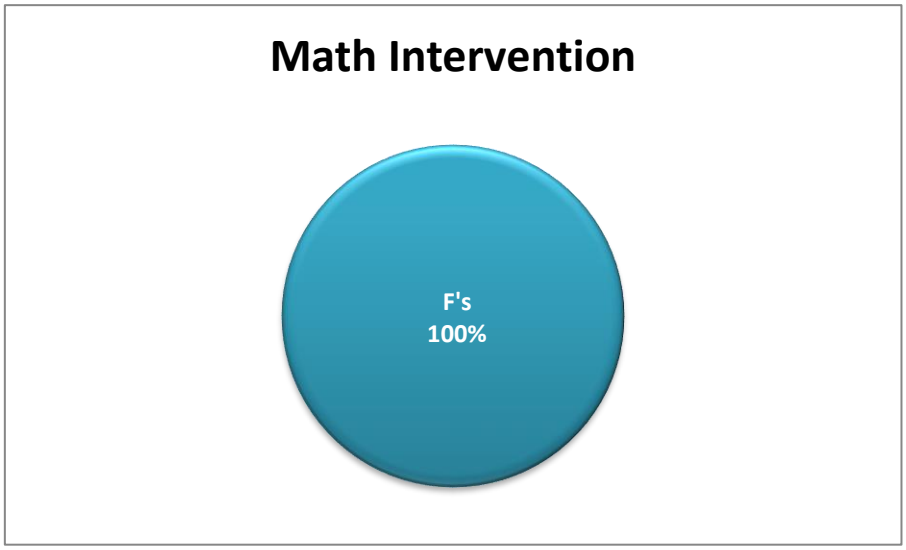
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

	A's	B's	C's	D's	F's	I's	Total Students
Math X	10	4	5	3	3		25



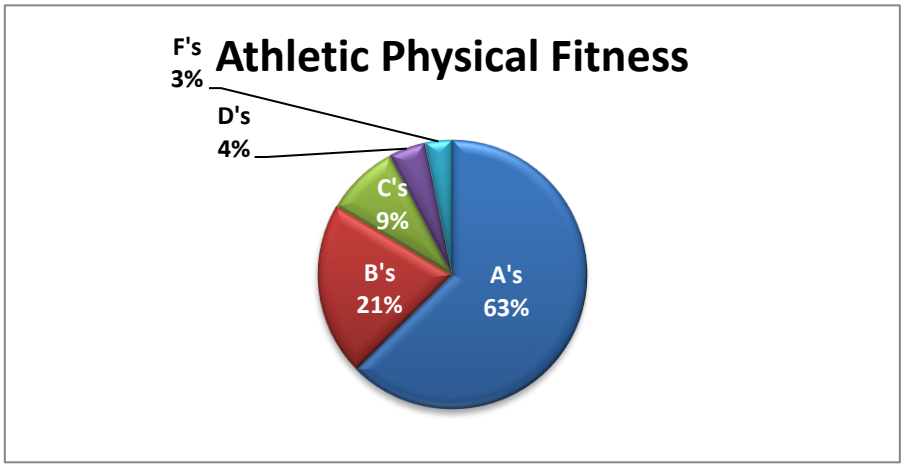
	A's	B's	C's	D's	F's	I's	Total Students
Math Intervention					2		2



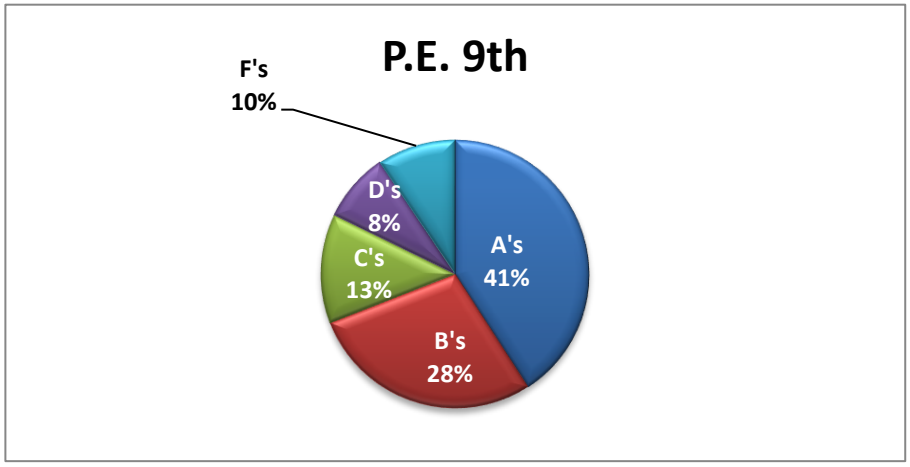
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

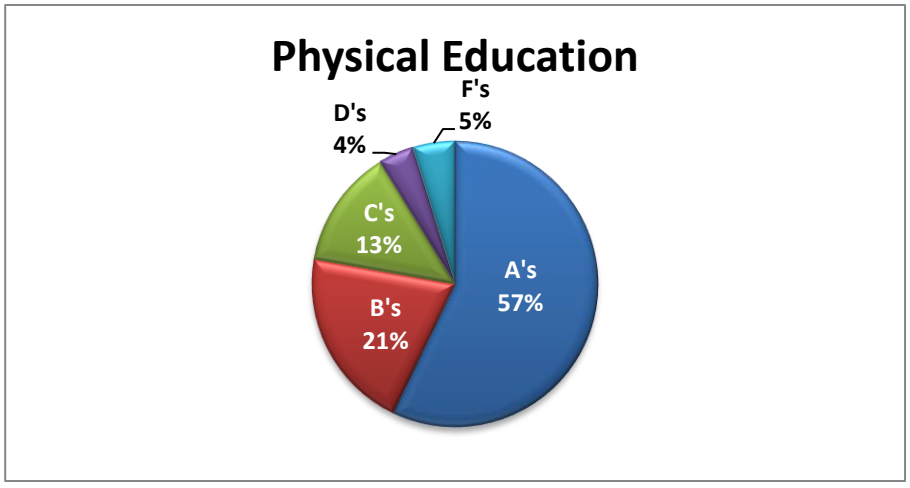
	A's	B's	C's	D's	F's	I's	Total Students
Athletic Phys Fitness	57	19	8	4	3		91



	A's	B's	C's	D's	F's	I's	Total Students
P.E. 9th	78	54	25	16	18		191



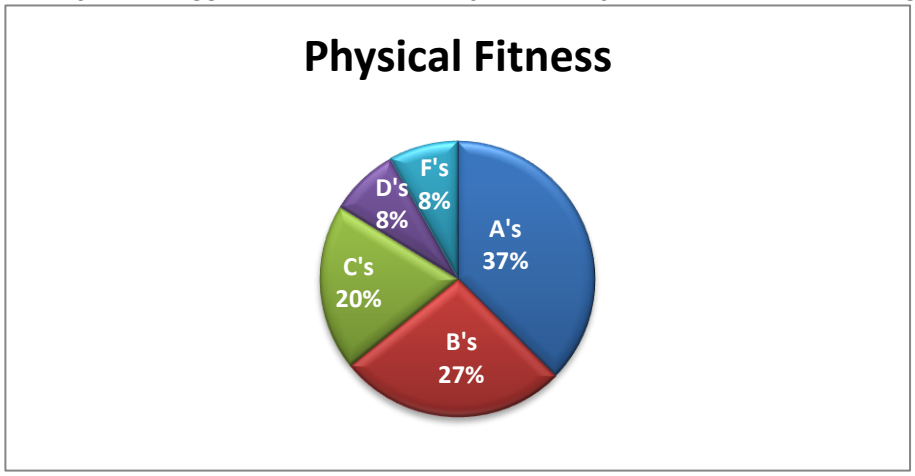
	A's	B's	C's	D's	F's	I's	Total Students
Physical Education	72	26	17	5	6		126



Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

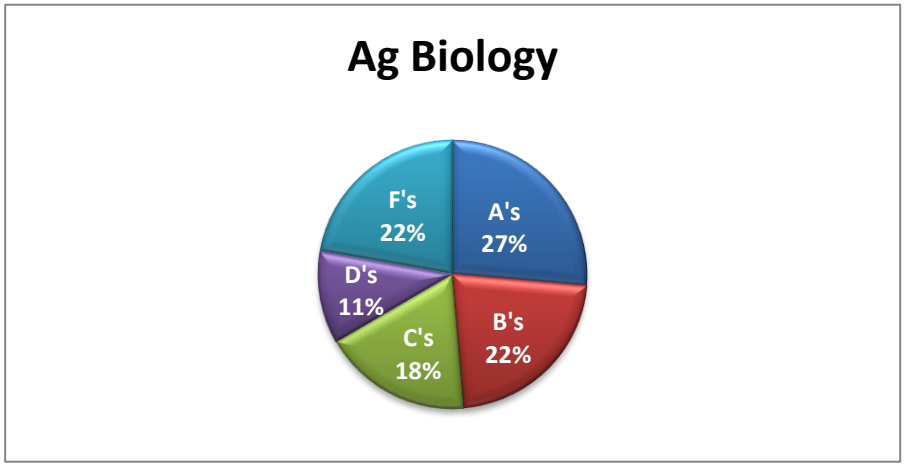
	A's	B's	C's	D's	F's	I's	Total Students
Physical Fitness	46	33	24	10	10		123



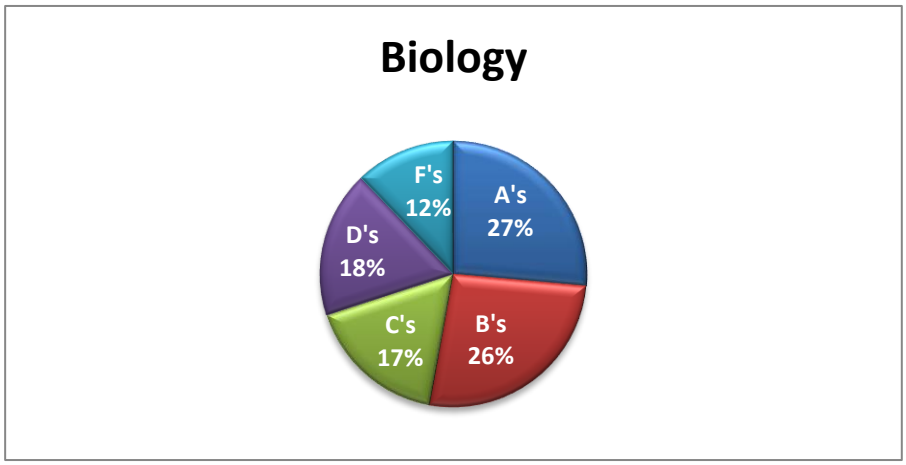
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

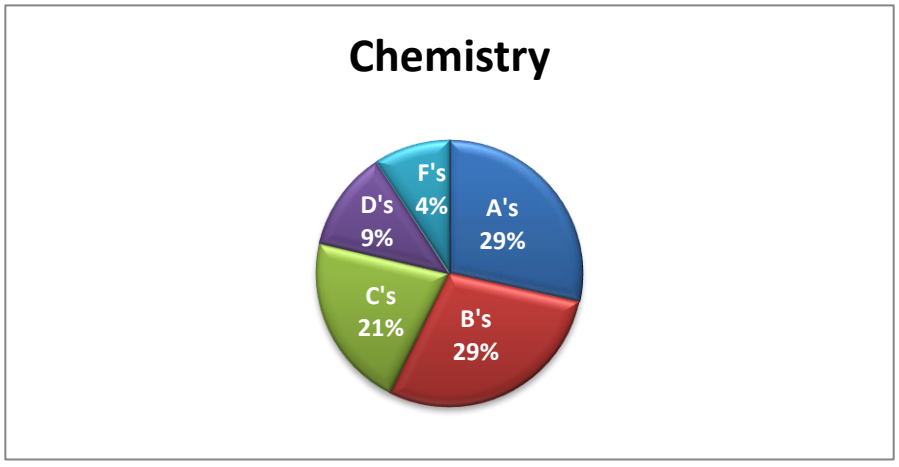
	A's	B's	C's	D's	F's	I's	Total Students
Ag Biology	38	32	26	16	32		144



	A's	B's	C's	D's	F's	I's	Total Students
Biology	37	37	24	25	17		140



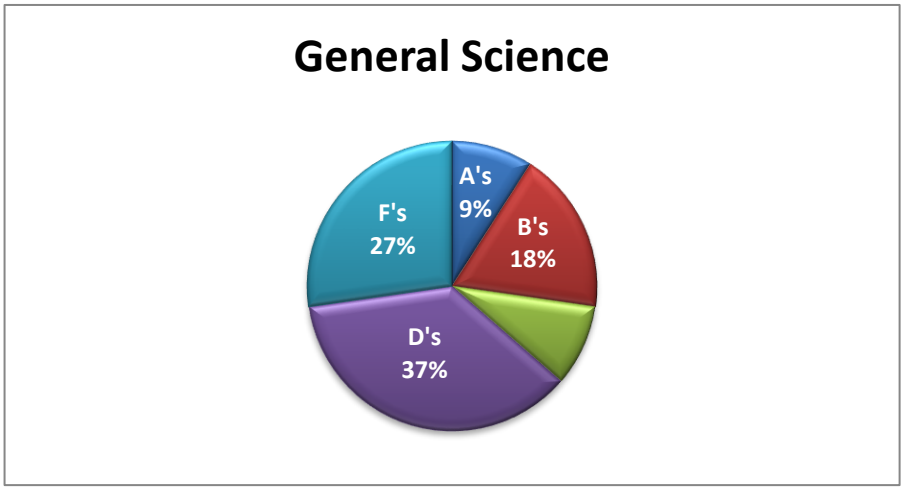
	A's	B's	C's	D's	F's	I's	Total Students
Chemistry	68	69	51	29	22		239



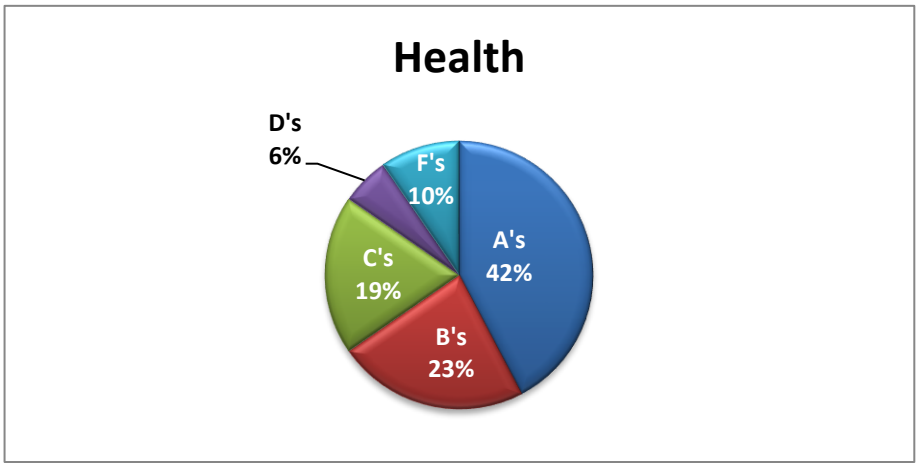
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

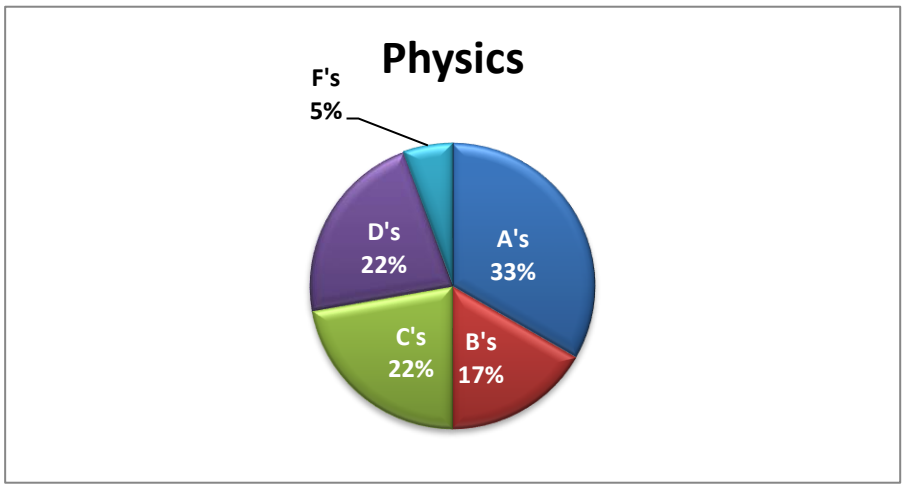
	A's	B's	C's	D's	F's	I's	Total Students
General Science	1	2	1	4	3		11



	A's	B's	C's	D's	F's	I's	Total Students
Health	44	24	20	6	10		104



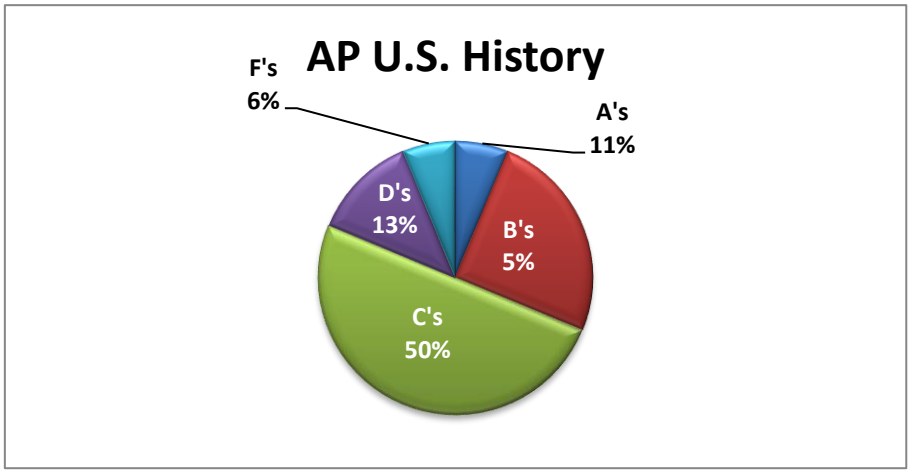
	A's	B's	C's	D's	F's	I's	Total Students
Physics	6	3	4	4	1		18



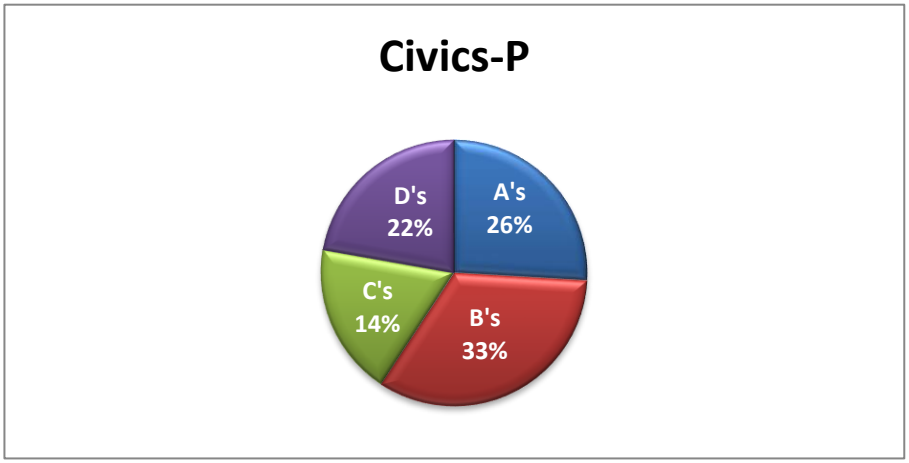
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

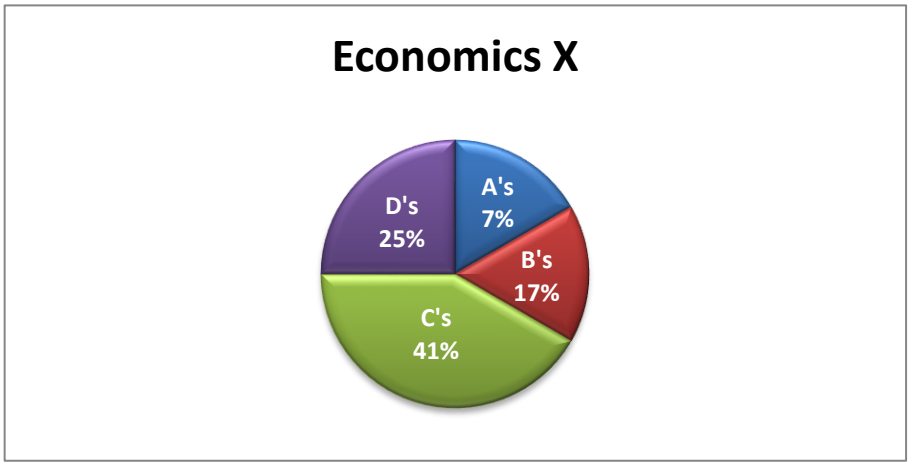
	A's	B's	C's	D's	F's	I's	Total Students
AP U.S. History	1	4	8	2	1		16



	A's	B's	C's	D's	F's	I's	Total Students
Civics-P	7	9	5	6			27



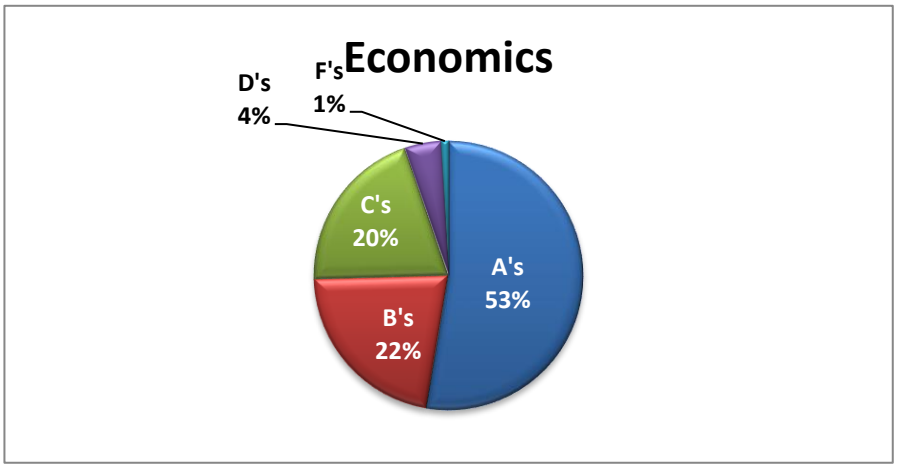
	A's	B's	C's	D's	F's	I's	Total Students
Economics X	2	2	5	3			12



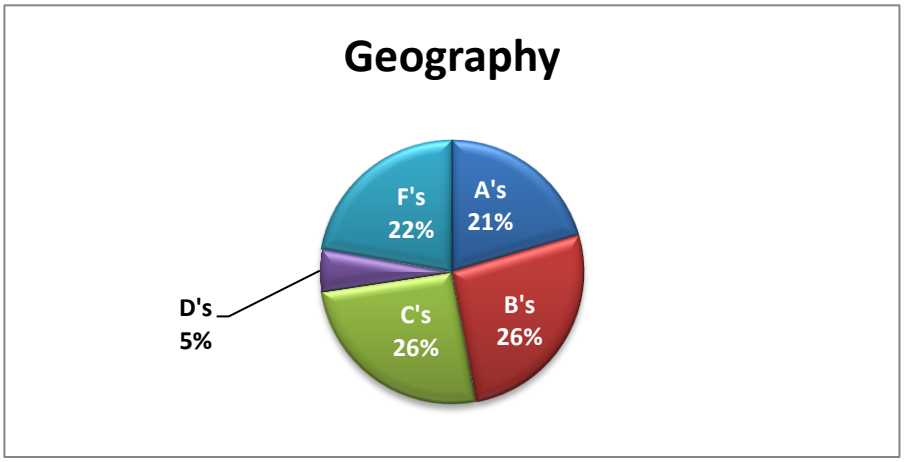
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

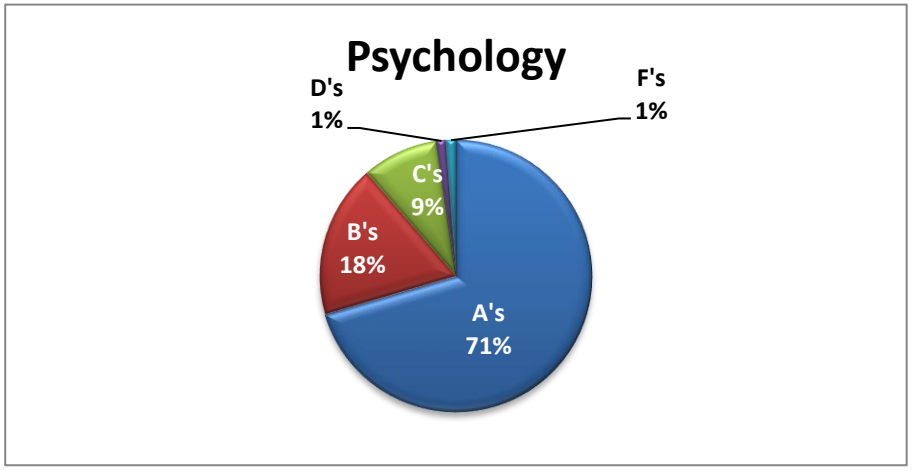
	A's	B's	C's	D's	F's	I's	Total Students
Economics	60	25	23	5	1		114



	A's	B's	C's	D's	F's	I's	Total Students
Geography	24	31	30	6	26		117



	A's	B's	C's	D's	F's	I's	Total Students
Psychology	62	16	8	1	1		88

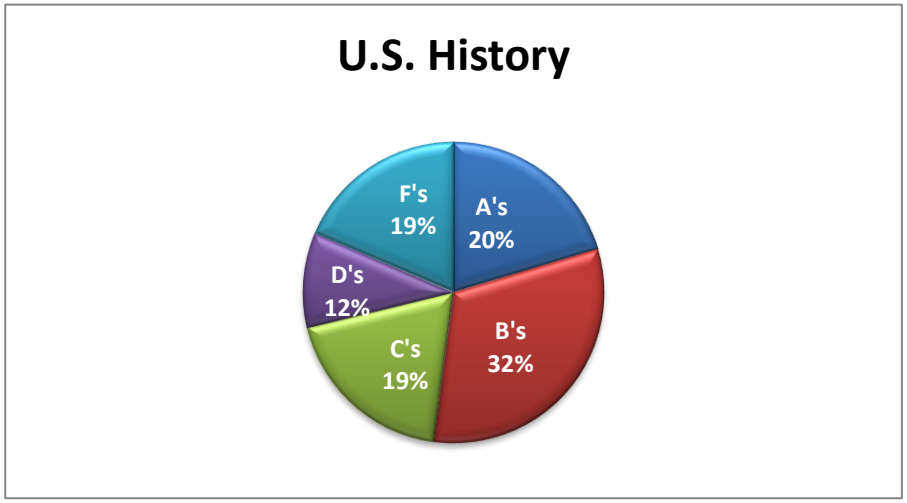


A's	B's	C's	D's	F's	I's	Total Students

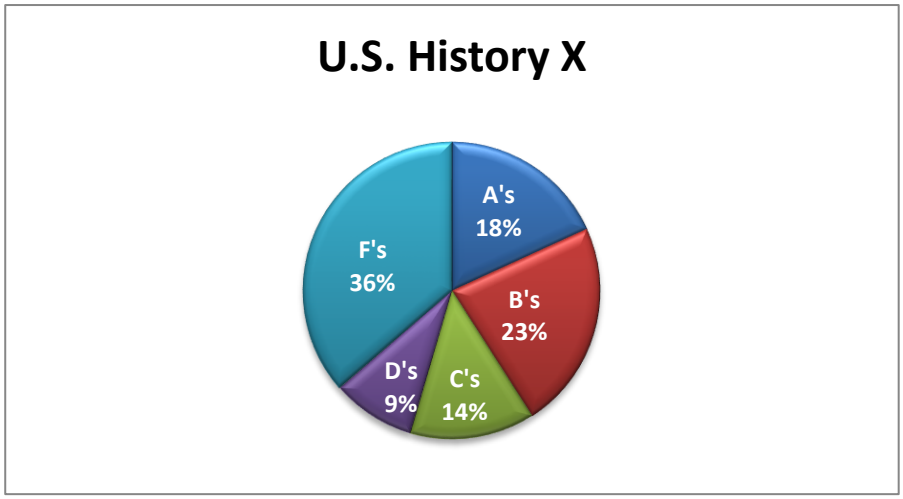
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

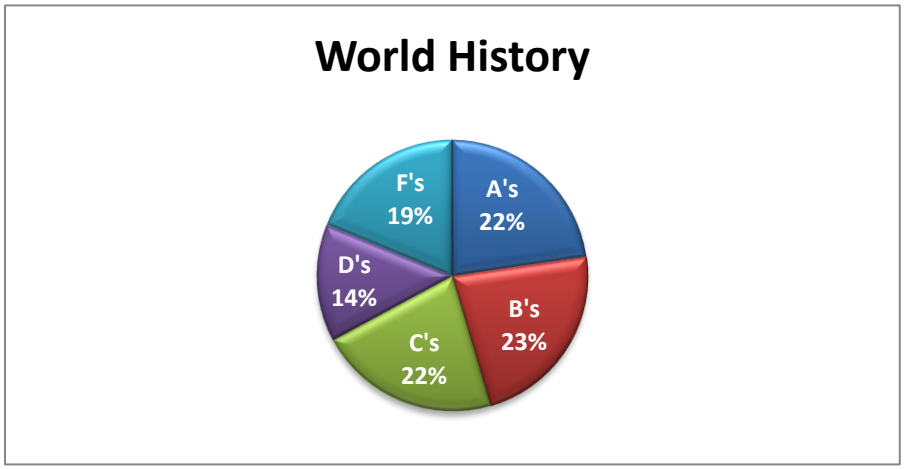
U.S. History	34	53	32	17	31	167



	A's	B's	C's	D's	F's	I's	Total Students
U.S. History X	4	5	3	2	8		22



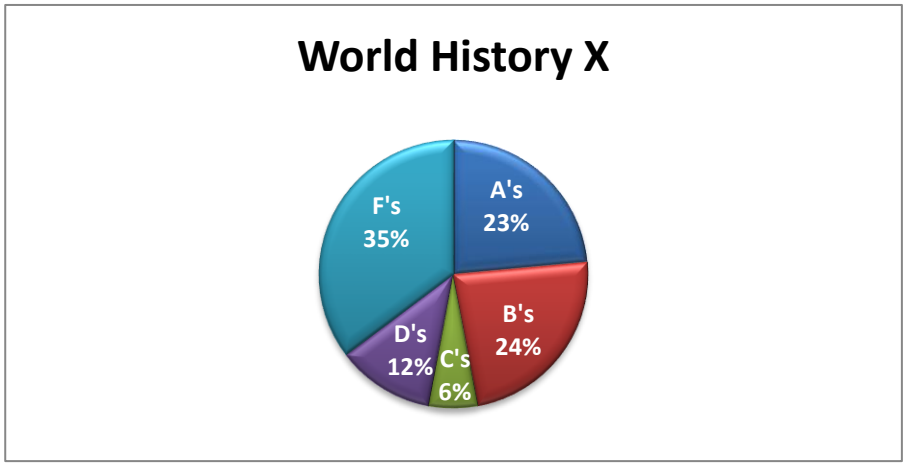
	A's	B's	C's	D's	F's	I's	Total Students
World History	47	47	45	29	39		207



Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

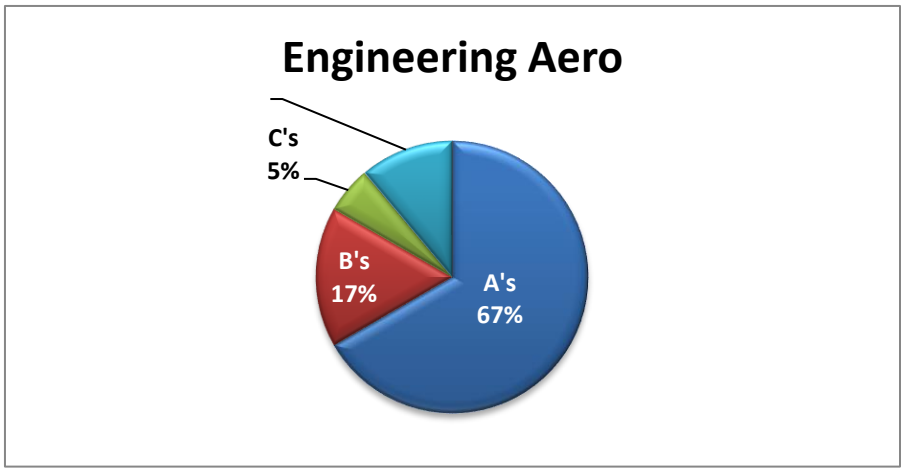
	A's	B's	C's	D's	F's	I's	Total Students
World History X	4	4	1	2	6		17



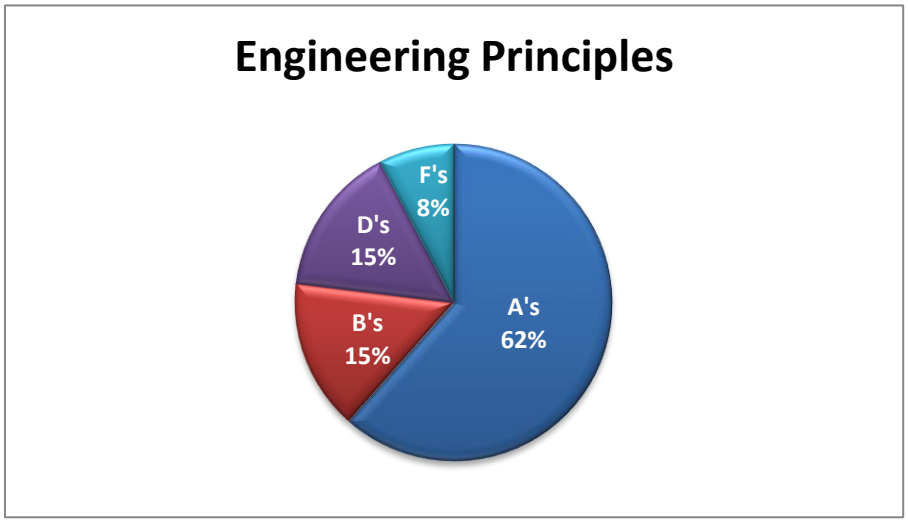
Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

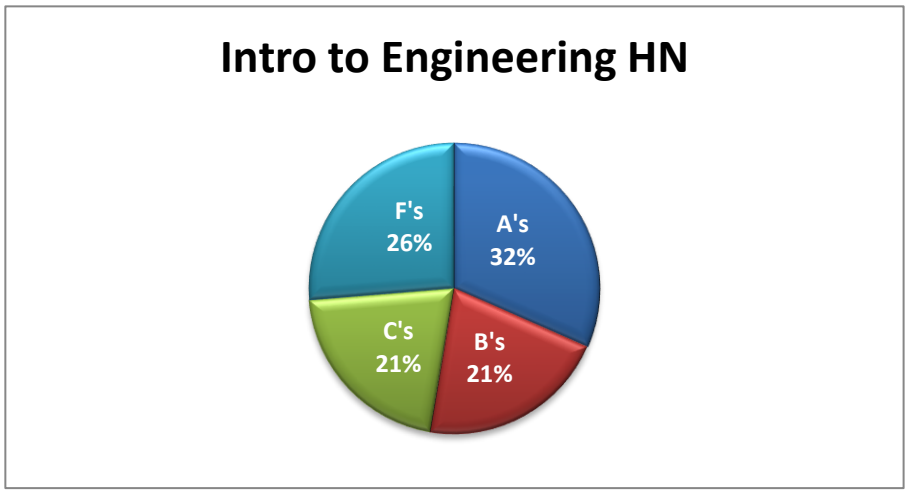
	A's	B's	C's	D's	F's	I's	Total Students
Engineering Aero	12	3	1		2		18



	A's	B's	C's	D's	F's	I's	Total Students
Engineering Principles	8	2		2	1		13



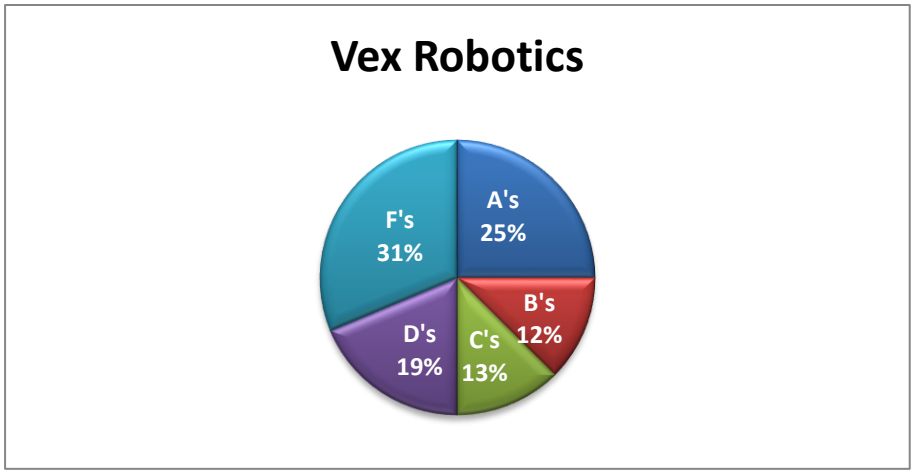
	A's	B's	C's	D's	F's	I's	Total Students
Intro to Engineering HN	6	4	4		5		19



Return to Agenda

Wheatland Union High School
2018-19 3rd Quarter

	A's	B's	C's	D's	F's	I's	Total Students
Vex Robotics	4	2	2	3	5		16



Return to Agenda

Wheatland Union High School

4/4/2019

2018-2019

Discipline Distribution Report from 8/15/2018 to 3/8/2019

Code # and Name		Total	Grade				Gender			Hispanic/Latino?	Race (Not Hispanic)					
			9	10	11	12	F	M	OGN	Y	100	200	300	400	500	600
.2	Sexual Harassment	1	-	1	-	-	-	1	0	-	-	-	-	-	-	-
.4	General Harassment/Intimidatic	1	1	-	-	-	-	1	0	-	-	-	-	-	-	-
.7	Terroristic Threat	1	-	1	-	-	-	1	0	-	-	1	-	-	-	-
A1	Physical Injury: cause/attempt/t	6	2	1	1	2	1	5	0	-	-	1	-	-	-	-
C	ControlledSubs:possess/use/se	15	8	3	3	1	11	4	0	2	-	-	1	-	-	-
H	Tobacco/Nicotine Products	6	2	-	2	2	2	4	0	2	-	-	1	-	-	-
I	Obscenity/Profanity	5	-	3	1	1	2	3	0	-	-	-	-	-	-	-
K	Disruption/Defiance	12	2	8	1	1	3	9	0	1	-	3	-	-	-	-
Y2	48915(c)(2) Brandishing a knife	1	1	-	-	-	-	1	0	-	-	-	-	-	-	1
	Totals:	48	16	17	8	7	19	29	-	5	-	5	2	-	-	1

Return to Agenda

Wheatland Union High School

4/4/2019

2018-2019

Discipline Distribution Report from 8/15/2018 to 3/8/2019

Code	# and Name	Total	Grade 9	10	11	12	Gender F	M	OGN	Hispanic/Latino? Y	Race (Not Hispanic) 100	200	300	400	500	600
BU	Bus Incident	1	-	-	1	-	-	1	0	-	-	-	-	-	-	-
CD	Class Disruption	61	26	20	12	3	8	53	0	17	-	7	-	-	-	2
CH	Cheating	7	2	1	4	-	2	5	0	2	-	-	1	-	-	2
CU	Cut Class	35	10	8	7	10	12	23	0	8	-	1	-	-	-	-
DC	Dress Code Violation	22	11	4	7	-	18	4	0	5	-	-	1	-	-	2
DE	Defiance	33	13	11	7	2	12	21	0	9	-	1	2	-	-	1
DN	Detention No Show	26	7	7	7	5	5	21	0	4	-	3	2	-	-	-
ED	Electronic Device	74	22	38	10	4	23	51	0	22	-	6	-	-	1	-	3
FO	Forgery	1	-	1	-	-	1	-	0	-	-	-	-	-	-	-	1
HP	Horse Play	11	7	1	3	-	-	11	0	-	-	-	-	-	-	-	1
LC	Leaving Campus	18	2	4	6	6	9	9	0	4	-	-	-	-	1	-	2
PL	Plagerism	24	1	-	22	1	12	12	0	5	-	1	2	-	2	-	3
PR	Profanity	4	1	1	2	-	2	2	0	-	-	2	-	-	-	-	-
RD	Rude/Disrespectful	21	11	7	2	1	3	18	0	5	-	2	1	-	-	-	1
RE	Referral	108	29	41	19	19	29	79	0	21	-	15	2	-	1	-	2
SN	Saturday School No Show	10	3	4	2	1	2	8	0	5	-	1	-	-	-	-	-
TB	Tobacco	19	9	2	6	2	4	15	0	7	-	-	-	-	-	-	-
TR	Excessive Tardies	518	124	140	155	99	212	306	0	157	-	21	29	4	4	-	26
WD	Willful Disobedience	2	2	-	-	-	-	2	0	1	-	1	-	-	-	-	-
	Totals:	995	280	290	272	153	354	641	-	272	-	61	40	4	9	-	46

Return to Agenda

Wheatland Union High School

4/4/2019

2017-2018

Discipline Distribution Report from 8/16/2017 to 3/9/2018

Code	# and Name	Total	Grade				Gender			Hispanic/Latino?	Race (Not Hispanic)					
			9	10	11	12	F	M	OGN	Y	100	200	300	400	500	600
.4	General Harassment/Intimidatic	3	2	-	1	-	-	3	0	-	-	1	1	-	-	-
.7	Terroristic Threat	1	-	1	-	-	1	-	0	-	-	-	-	-	-	-
01	Excessive Tardies	112	28	36	24	24	32	80	0	38	-	8	2	2	1	-
02	Truancy 1	2	-	-	2	-	-	2	0	-	-	-	-	-	-	-
15	Profanity	27	8	14	2	3	13	14	0	8	-	4	-	-	-	2
16	Defiance	113	34	55	15	9	32	81	0	37	-	10	-	1	-	7
17	Horseplay	25	7	13	4	1	2	23	0	10	-	1	-	-	-	4
22	Willful Disobedience	21	7	9	2	3	5	16	0	5	-	1	-	-	-	2
25	Plagiarism	15	-	7	7	1	10	5	0	9	-	1	1	-	-	1
26	Cheating	7	2	3	2	-	1	6	0	1	-	-	-	-	-	1
28	Detention No-Show	31	4	12	8	7	5	26	0	9	-	2	1	1	-	7
30	Litter/Campus	1	1	-	-	-	1	-	0	1	-	-	-	-	-	-
31	Bus Incident	2	1	1	-	-	-	2	0	1	-	-	-	-	-	-
33	Cut Class	144	45	46	31	22	39	105	0	49	-	7	3	2	-	12
35	Leaving Campus	15	2	3	6	4	3	12	0	2	-	2	-	1	1	1
40	Class Disruption	136	40	59	19	18	27	109	0	37	-	10	1	1	1	10
41	Unprepared for Class	14	4	5	4	1	4	10	0	8	-	2	-	-	-	-
48	Rude/Disrespectful	55	19	20	10	6	15	40	0	14	-	4	2	-	-	4
50	Dress Code Violation	16	8	2	2	4	13	3	0	5	-	-	-	-	-	3
51	Electronic Device	95	30	50	11	4	31	64	0	33	-	3	3	2	4	8
54	Public Display of Affection	6	1	2	1	2	3	3	0	4	-	-	-	-	-	-
55	No-Show Saturday School	3	2	-	1	-	1	2	0	1	-	1	-	-	-	-
A1	Physical Injury: cause/attempt/t	15	3	4	5	3	4	11	0	3	-	1	-	-	-	1
C	ControlledSubs:possess/use/se	10	3	6	1	-	7	3	0	3	-	1	-	-	-	-
F	Property Damage: school or pri	4	-	2	2	-	-	4	0	1	-	-	-	-	-	-
G	Stealing: school or private prop	6	4	2	-	-	1	5	0	2	-	2	-	-	-	1
H	Tobacco/Nicotine Products	3	1	2	-	-	1	2	0	-	-	-	-	-	-	-

Return to Agenda

Wheatland Union High School

4/4/2019

2017-2018

Discipline Distribution Report from 8/16/2017 to 3/9/2018

Code	# and Name	Total	Grade				Gender			Hispanic/Latino?	Race (Not Hispanic)					
			9	10	11	12	F	M	OGN	Y	100	200	300	400	500	600
I	Obscenity/Profanity	9	-	4	2	3	3	6	0	4	-	-	-	-	-	3
J	Drug Paraphernalia	1	-	1	-	-	1	-	0	-	-	-	-	-	-	-
K	Disruption/Defiance	27	3	14	5	5	9	18	0	12	-	1	-	-	-	3
L	Receive Stolen Property	2	2	-	-	-	-	2	0	-	-	1	-	-	-	-
O	Witness: harass/threaten/retali	1	-	1	-	-	1	-	0	-	-	-	-	-	-	-
R	Bullying: incl. but not limited to	2	-	-	2	-	-	2	0	-	-	-	-	-	-	-
Y2	48915(c)(2) Brandishing a knife	1	-	-	1	-	-	1	0	1	-	-	-	-	-	-
	Totals:	925	261	374	170	120	265	660	-	298	-	63	14	10	7	-	78

CSBA Sample
Board Policy

Community Relations BP 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

Note: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 **mandates** districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. **See the section "Complaints Subject to UCP" below for a list of programs and activities subject to these procedures pursuant to state law.** ~~Pursuant to 5 CCR 4610, the **a district's** UCP must meet specified requirements for investigating and resolving complaints alleging (1) noncompliance with state and federal laws and regulations governing educational programs; (2) noncompliance with state law prohibiting the charging of student fees; and (3) unlawful discrimination (such as discriminatory harassment, intimidation, and bullying). Although some bullying incidents may not fall within the provisions of 5 CCR 4610, BP 5131.2 - Bullying strongly recommends that districts use the UCP to investigate all bullying incidents, regardless of whether there is an allegation of discriminatory bullying, to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of his/her actual or perceived membership in a legally protected class. After investigation, bullying incidents found to involve unlawful discrimination would then be resolved using the UCP. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with the accompanying administrative regulation.~~

~~Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan. For plan requirements, see BP/AR 0460 - Local Control and Accountability Plan. In addition, state law authorizes the use of the UCP to resolve complaints of noncompliance with laws related to accommodations for lactating students; educational rights of foster youth, homeless students, former juvenile court school students, and children of military families,; assignment of students to courses without educational content; and physical education instructional minutes, as specified in items #3 and #6-9 below. Finally, a district should adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging retaliation in response to a complaint.~~

The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required statements, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1; and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces **federal anti-discrimination laws, including** Title II of the Americans with Disabilities Act (~~20~~ **42** USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000e-17), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107). OCR has issued guidance describing federal requirements for discrimination complaint procedures. OCR requires such **complaint** procedures to be "prompt and equitable." ~~The factors~~ OCR ~~examines to~~ evaluate**s** a district's procedures ~~are~~ **based on factors** specified in the accompanying administrative regulation, including whether ~~and how~~ the procedures (1) provide notice ~~of the procedures~~ to the district's students, parents/guardians, and employees; (2) ensure adequate, reliable, and

UNIFORM COMPLAINT PROCEDURES (continued)

impartial investigation of complaints; (3) contain reasonably prompt timeframes for major stages of the complaint process; (4) provide notice to the complainant of the resolution of the complaint; and (5) provide an assurance that action will be taken to prevent recurrence of any discrimination found and to correct its effects.

The following policy and accompanying administrative regulation reflect all components required by law and ~~are consistent with CDE's Sample UCP Board Policies and Procedures and~~ the FPM instrument. Additional details provided herein may help ~~school~~ districts ~~and county offices of education~~ during a compliance check by CDE or in the event that a CDE or OCR investigation occurs.

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to ~~the~~ UCP

Note: The FPM process includes a review of a district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. **Items #1-12 list all programs and activities identified in the FPM instrument. The district may revise the following items to reflect the programs it offers and the grade levels it serves.**

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

~~Note: The FPM process includes a review of a district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. Item #1 lists all programs identified on the FPM instrument and should be revised to reflect the programs offered by the district. If the district does not list all such programs in its policy, it is required to comment in the FPM which programs and activities are not in operation.~~

1. Any complaint alleging district violation of applicable state or federal law**s** or regulations governing **any program subject to the UCP which is offered by the district, including** adult education programs~~,~~**;** After School Education and Safety programs~~,~~**;** agricultural ~~vocational~~ **career technical** education~~,~~**;** American Indian education centers and early childhood education program assessments~~,~~**;** bilingual education~~,~~**; California** ~~p~~**P**eer ~~a~~**A**ssistance and ~~r~~**R**eview programs for teachers~~,~~**; state** career technical and technical education**, career technical,** and **technical** training programs~~,~~**; federal career technical education;** child care and development programs~~,~~**;** child nutrition programs~~,~~**;** compensatory education~~,~~**;** consolidated categorical aid programs~~,~~**;** Economic Impact Aid~~,~~**;** ~~English learner programs, federal education programs in Title I-VII,~~ **the federal Every Student Succeeds Act;** migrant education~~,~~**;** Regional Occupational Centers and Programs~~,~~**;** school safety plans~~,~~**;**

UNIFORM COMPLAINT PROCEDURES (continued)

special education programs~~,~~**;** **California** State Preschool Programs~~,~~**;** Tobacco-Use Prevention Education programs~~,~~**;** and any other district-implemented **state categorical** program ~~which is listed in~~ **that is not funded through the local control funding formula pursuant to** Education Code 64000~~(a)~~

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5131.62 - Tobacco)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

~~Note: As amended by AB 699 (Ch. 493, Statutes of 2017), Education Code 200, 220, and 234.1 expressly include immigration status as a prohibited basis for discrimination in district programs and activities. See BP 0410 - Nondiscrimination in District Programs and Activities.~~

2. Any complaint**, by a student, employee, or other person participating in a district program or activity,** alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) ~~against any student, employee, or other person participating~~ in district programs and activities, including ~~, but not limited to,~~ **in** those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on ~~his/her~~ **the person's** association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

UNIFORM COMPLAINT PROCEDURES (continued)

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

Note: Education Code 46015, as added by AB 2289 (Ch. 942, Statutes of 2018), authorizes the use of UCP for complaints alleging the district's noncompliance with requirements related to the provision of parental leave to a pregnant or parenting student or other accommodations to which pregnant and parenting students are entitled pursuant to Education Code 46015.

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

~~4.~~ **5.** Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)
(cf. 3320 - Claims and Actions Against the District)

Note: Pursuant to Education Code 52075, any complaint alleging noncompliance with the requirements of Education Code 52060-52077 may be filed in accordance with the district's UCP. Pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), by July 1, 2019 districts are required to develop a local control funding formula budget overview for parents/guardians in conjunction with the LCAP.

~~5.~~ **6.** Any complaint alleging district noncompliance with ~~legal~~ **applicable** requirements **of Education Code 52060-52077** related to the implementation of the local control and accountability plan**, including the development of a local control funding formula budget overview for parents/guardians** (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)

Note: Education Code 64001, as amended by AB 716 (Ch. 471, Statutes of 2018), provides for the use of UCP for complaints alleging noncompliance with requirements to develop a school plan for student achievement pursuant to Education Code 64001 and to establish a school site council pursuant to Education Code 65000-65001.

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified

UNIFORM COMPLAINT PROCEDURES (continued)

federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

(cf. 0420 - School Plans/Site Councils)

~~6.~~**8.** Any complaint, by or on behalf of a~~ny~~ student who is a foster youth **as defined in Education Code 51225.2**, alleging district noncompliance with any ~~legal~~ requirement applicable to the student regarding placement decisions**;** the responsibilities of the district's educational liaison to the student~~;~~**;** the award of credit for coursework satisfactorily completed in another school**,** ~~or~~ district**, or country;** school **or records** transfer~~;~~**;** or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

Note: Items #~~7 8~~ **9-11** are for use by districts that maintain high schools.

~~As amended by AB 365 (Ch. 739, Statutes of 2017),~~**AB 2121 (Ch. 581, Statutes of 2018) amended** Education Code 51225.1 and 51225.2 **to add authorization to use the district's** ~~authorize the use of the~~ UCP for any complaint alleging the district's noncompliance with specified educational rights of ~~children of military families~~ **migrant students and of students enrolled in a newcomer program (i.e., a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency). Also see AR 6175 - Migrant Education Program.**

~~7.~~**9.** Any complaint, by or on behalf of a **student who transfers into the district after the second year of high school and is a** homeless ~~student~~ **child or youth** as defined in 42 USC 11434a, a former juvenile court school student **currently enrolled in the district**, ~~or~~ a child of a military family as defined in Education Code 49701**, or a migrant student as defined in Education Code 54441,** ~~who transfers into the district after his/her second year of high school,~~ **or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school,** alleging district noncompliance with any requirement applicable to the student regarding ~~the award of credit for coursework satisfactorily completed in another school or district or~~ the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1~~, 51225.2~~)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

10. Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a

UNIFORM COMPLAINT PROCEDURES (continued)

military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)

~~8.~~**11.** Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

~~**Note: Item #12 is for use by districts that maintain elementary schools.**~~

~~9.12. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)~~

~~*(cf. 6142.7 - Physical Education and Activity)*~~

Note: 5 CCR 4621 **mandates** that district policy ensure that complainants are protected from retaliation as specified in item #~~10~~ **13** below.

~~10.~~**12.** Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

Note: Pursuant to 5 CCR 4610, a district may, at its discretion, use the UCP to investigate and resolve other complaints.

~~11.~~**13.** Any other complaint as specified in a district policy

Note: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that any ADR it uses, particularly "in-person ADR," is appropriate for the particular situation. For example, in some instances (e.g., sexual assault), face-to-face mediation should not be used, even if all parties voluntarily agree, given the risk that a student might feel pressured to "voluntarily" agree to it. The following **optional** paragraph provides for a neutral mediator and should be revised to reflect district practice.

UNIFORM COMPLAINT PROCEDURES (continued)

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

Note: The following paragraph is **mandated** pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if ~~he/she is~~ different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to ~~the~~ UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and ~~related~~ requirements **related to UCP**, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Note: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.

The Superintendent or designee shall maintain ~~records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.~~ a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

UNIFORM COMPLAINT PROCEDURES (continued)

Non-UCP Complaints

Note: 5 CCR 4611 details complaint issues that are not subject to ~~the~~ UCP. Such issues include, but are not limited to, allegations of child abuse, health and safety complaints regarding a child development program, allegations of fraud, and employment discrimination complaints.

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services~~, the County~~ Protective Services Division~~,~~ and the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Note: Complaints of employment discrimination are not subject to the UCP. Instead, pursuant to 2 CCR 11023, the district must establish an impartial and prompt process for addressing such complaints. In addition, 5 CCR 4611 requires that employment discrimination complaints be referred to the Department of Fair Employment and Housing (DFEH). See AR 4030 - Nondiscrimination in Employment for applicable complaint procedures.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment**, including the right to file the complaint with the California Department of Fair Employment and Housing**.

Note: Education Code 35186 requires the district to use ~~the~~ UCP, with modifications, to investigate and resolve complaints related to the issues stated in the following paragraph (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

In addition, Education Code 8235.5, as added by AB 1808, authorizes the use of Williams uniform complaint procedures to address any complaints alleging violations of health and safety requirements applicable to California State Preschool Programs (Education Code 8235-8239.1) that are exempt from licensing pursuant to Health and Safety Code 1596.792.

UNIFORM COMPLAINT PROCEDURES (continued)

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, ~~or~~ teacher vacancies and misassignments**, or health and safety violations in any license-exempt California State Preschool Program** shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code **8235.5,** 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
~~222 Reasonable accommodations; lactating students~~
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32280-32289 School safety plan, uniform complaint procedures
33380-33384 California Indian Education Centers
35186 Williams uniform complaint procedures
44500-44508 California Peer Assistance and Review Program for Teachers
46015 Parental leave for students
48853-48853.5 Foster youth
48985 Notices in language other than English
*49010-~~49013~~ **49014** Student fees*
*49060-49079 Student records**, especially:***
*49069.5 ~~Rights of parents~~ **Records of foster youth***
49490-49590 Child nutrition programs
49701 Interstate Compact on Educational Opportunity for Military Children
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
*51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, ~~and~~ military-connected students**, migrant students, and newly arrived immigrant students**; course credits; graduation requirements*
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially:
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52462 Career technical education
52500-52616.24 Adult schools
54000-54029 Economic Impact Aid
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56865 Special education programs
59000-59300 Special schools and centers

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)
*64000-64001 Consolidated application process**; school plan for student achievement***
65000-65001 School site councils
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
*12900-*12996 *Fair Employment and Housing Act*
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
104420 Tobacco-Use Prevention Education
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
*3080 ~~Application of section~~ **Applicability of uniform complaint procedures to complaints regarding students with disabilities***
*4600-~~4687~~**4670** Uniform complaint procedures*
4680-4687 Williams uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
*6301-6576 Title I ~~basic programs~~ **Improving the Academic Achievement of the Disadvantaged***
6801-7014 Title III language instruction for limited English proficient and immigrant students
~~7101-7184 Safe and Drug-Free Schools and Communities Act~~
~~7201-7283g Title V promoting informed parental choice and innovative programs~~
~~7301-7372 Title V rural and low-income school programs~~
~~12101-12213 Title II equal opportunity for individuals with disabilities~~
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Sample UCP Board Policies and Procedures
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter, September 22, 2017
Dear Colleague Letter: Title IX Coordinators, April 2015
*Dear Colleague Letter: **Responding to** Bullying of Students with Disabilities, ~~August 2013~~ **October 2014***
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
*Family Policy Compliance Office: ~~http://familypolicy.ed.gov~~**https://www2.ed.gov/policy/gen/guid/fpco***
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/ocr
U.S. Department of Justice: http://www.justice.gov

Policy Reference UPDATE Service
Copyright 2019 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Return to Agenda

CSBA Sample
Administrative Regulation

Community Relations AR 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

Note: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-~~4687~~ **4670**. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of ~~the~~ UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP).

Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). For example, all districts are **mandated** pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are **mandated** pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt such policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Apart from these mandates, state law authorizes the use of the UCP to resolve complaints of noncompliance with laws related to **the development of a school plan for student achievement and the establishment of school site councils;** accommodations for ~~lactating~~ **pregnant and parenting** students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, former juvenile court school students, ~~and~~ children of military families**, migrant students, and students participating in a newcomer program for newly arrived immigrants**; assignment of students to courses without educational content; and physical education instructional minutes**. See the section "Complaints Subject to UCP"**~~, as specified~~ in the accompanying Board policy.

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

Note: 5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and retaliation. During its Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the "lead compliance officer."

UNIFORM COMPLAINT PROCEDURES (continued)

The district designates the individual(s)**, position(s), or unit(s)** identified below as ~~the employee(s)~~ responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s)**, position(s), or unit(s)** also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment ~~as the~~ responsible ~~employee(s) to handle~~ **for handling** complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The ~~individual(s)~~ **compliance officer(s)** shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

Nicole Newman, Superintendent
(title or position)
Wheatland Union High School District Office
(unit or office)
1010 Wheatland Road – Wheatland, CA 95692
(address)
530-633-3100 ext. 101
(telephone number)
nnewman@wheatlandhigh.org
(email)

Note: The following paragraph is for use by districts that have designated more than one compliance officer.

~~The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.~~

~~In no instance shall a compliance officer be assigned to a complaint in which he/she **the compliance officer** has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving **the fair investigation or resolution of** the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.~~

Note: 5 CCR 4621 **mandates** that the district's policy provide that employees responsible for compliance and/or for investigating and resolving complaints are knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. They must also have training or experience in handling discrimination

UNIFORM COMPLAINT PROCEDURES (continued)

complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

Note: ~~5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. Education Code 51225.1 51225.2, as amended by AB 365 (Ch. 739, Statutes of 2017), require that the notice include information about specified educational rights of children of military families who transfer into the district after their second year of high school. Districts that do not maintain high schools may revise the following paragraph to delete notification related to the rights of homeless students, former juvenile court school students, and children of military families.~~

During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below. ~~A sample of the annual notice is available through the CDE web site. In addition, 28 CFR 35.107, 34 CFR 106.8, and 34 CFR 110.25 require the district to publish its complaint procedures covering unlawful discrimination.~~

In addition, the ~~The~~ Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district

UNIFORM COMPLAINT PROCEDURES (continued)

advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. ~~The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; (~~5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
~~(cf. 0460 - Local Control and Accountability Plan)~~
(cf. 1220 - Citizen Advisory Committees)
~~(cf. 3260 - Fees and Charges)~~
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
~~(cf. 6173 - Education for Homeless Children)~~
~~(cf. 6173.1 - Education for Foster Youth)~~
~~(cf. 6173.2 - Education of Children of Military Families)~~
~~(cf. 6173.3 - Education for Juvenile Court School Students)~~

Note: 5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. During the FPM process, CDE staff will check the notice to ensure that it contains ~~a summary of the complaint procedures as specified in items #1-4 below~~ **the components specified below**.

A sample of the annual notice is available through the CDE web site. **It is the district's responsibility to update the notice as necessary to reflect new law.**

~~The notice shall:~~

~~1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints~~

~~2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable~~

~~3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).~~

~~4. Include statements that:~~

~~a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.~~

UNIFORM COMPLAINT PROCEDURES (continued)

b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.

c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.

e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

Note: Education Code 52075 requires that information regarding LCAP requirements be included in the district's annual UCP notification. See BP/AR 0460 - Local Control and Accountability Plan for details of the LCAP and specific requirements for its adoption and implementation.

g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

Note: Pursuant to Education Code 48853, 48853.5, and 49069.5, as well as 51225.1-51225.2 as amended by AB 365 (Ch. 739, Statutes of 2017), the UCP notice must include information regarding certain educational

UNIFORM COMPLAINT PROCEDURES (continued)

rights of foster youth, homeless students, former juvenile court school students, and children of military families, as provided in items #4h and i below. Pursuant to Education Code 48853.5, CDE is required to develop a standardized notice of the rights of foster youth in consultation with the California Foster Youth Education Task Force, and to make it available for dissemination by posting it on its Internet Web site.

h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

i. A foster youth, homeless student, former juvenile court school student, or child of a military family who transfers into a district high school or between district high schools as applicable, shall be notified of the district's responsibility to:

(1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

(2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

(3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

j. The complainant has a right to appeal the district's decision to CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

Note: Pursuant to federal law, including 34 CFR 106.8, the district is required to establish "prompt and equitable" procedures for investigating and resolving complaints alleging unlawful discrimination. The following statement reflects OCR's interpretation of such provisions as requiring fairness and equity not just for a complainant but for a respondent as well.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

UNIFORM COMPLAINT PROCEDURES (continued)

~~k. The appeal to CDE must include a copy of the complaint filed with the district and a copy of the district's decision.~~

~~Note: CDE staff will review the notice during the FPM process to ensure that the public is made aware of the district's obligation to provide copies of the UCP free of charge pursuant to 5 CCR 4622.~~

~~l. Copies of the district's UCP are available free of charge.~~

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

2. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)

3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred

5. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

UNIFORM COMPLAINT PROCEDURES (continued)

6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints

7. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

8. A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision

9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable

10. A statement that copies of the district's UCP are available free of charge

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3 - Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires ~~school~~ districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP

UNIFORM COMPLAINT PROCEDURES (continued)

individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

~~**District Responsibilities**~~

~~Note: 5 CCR 4631 requires that UCP complaints be investigated and completely resolved within 60 calendar days of the receipt of the complaint. Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.~~

~~All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)~~

~~Note: The following paragraph reflects a recommendation by OCR to ensure equity in the resolution process of a complaint alleging unlawful discrimination and may be modified to reflect district practice.~~

~~For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.~~

~~The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.~~

~~All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~All complainants shall be protected from retaliation.~~

Filing of Complaints

Note: Complaints filed under UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, ~~he/she~~ **the site administrator** must notify a compliance officer. A district may also establish a site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist ~~him/her~~ in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to ~~the~~ UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)

Note: Education Code 49013 **mandates** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees. Pursuant to Education Code 52075, anonymous complaints are permitted with regard to the LCAP, as long as evidence, or information leading to evidence, to support the allegation of noncompliance is provided in the complaint.

2. Any complaint alleging noncompliance with law regarding the prohibition against ~~requiring students to pay~~ student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

UNIFORM COMPLAINT PROCEDURES (continued)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by ~~a~~ person**s** who allege~~s~~ that ~~he/she~~ **they have** personally suffered ~~the~~ unlawful discrimination or ~~by a person~~ who believe~~s~~ that an individual or any specific class of individuals has been subjected to ~~it~~ **unlawful discrimination**. The complaint shall be initiated no later than six months from the date ~~when~~ **that** the alleged unlawful discrimination occurred, or six months from the date ~~when~~ **that** the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

Note: OCR's Revised Sexual Harassment Guidance indicates that if a complainant in a sexual harassment case requests that ~~his/her~~ **the complainant's** name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. The OCR publication acknowledges that situations may exist in which a district cannot honor a student's request for confidentiality, but cautions that, in all instances, the district must still continue to ensure that it provides a safe and nondiscriminatory environment for all students. Districts should consult legal counsel before honoring a confidentiality request to withhold the victim's name from the alleged perpetrator, especially in the case of alleged sexual assault. These guiding principles would also apply to harassment on the basis of race, gender, disability, or other protected characteristic.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when ~~he/she is~~ not the complainant, requests confidentiality, the compliance officer shall inform ~~him/her~~ **the complainant or victim** that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Note: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution procedures such as mediation; see the accompanying Board policy. **The following section may be modified to specify the alternative dispute resolution method and timelines used within the district.**

UNIFORM COMPLAINT PROCEDURES (continued)

Within three business days after ~~the compliance officer receives~~ **receiving** the complaint, ~~he/she~~ **the compliance officer** may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with ~~his/her~~ **an** investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Note: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, **the timeline specified below may be modified to reflect district practice**.

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or ~~his/her~~ **the complainant's** representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or ~~his/her~~ representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

Note: In ~~his/her~~ **the** investigation, the compliance officer should consider all relevant circumstances, such as how the misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

UNIFORM COMPLAINT PROCEDURES (continued)

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. ~~He/she~~ **The compliance officer** shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

Note: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

~~Note: In determining the truth of any allegation, the district should apply the correct standard of proof to the situation. For example, with allegations of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) or retaliation, OCR uses the "preponderance of the evidence" (more likely than not) standard. Any standard of proof that is more rigorous than required by law could subject a district to liability.~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.~~

~~Report of Findings~~ Timeline for Final Decision

Note: Pursuant to 5 CCR 4631, the district's written decision must be sent to the complainant within 60 calendar days of receiving the complaint. Option 1 below is for districts that do not allow complainants to appeal the compliance officer's decision to the Governing Board. Option 2 is for districts that allow appeals to the Board, and it requires the compliance officer's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

Pursuant to 5 CCR 4631, only a complainant has the right to receive a written report and to file ~~his/her~~ **a** complaint with the Board if dissatisfied with the compliance officer's decision. However, OCR has recommended that the same rights be extended to a respondent to a complaint alleging unlawful discrimination to ensure the process is equitable for all involved. Furthermore, OCR recommends notifying the respondent in such a complaint whenever the complainant approves an extension of the timeline. Options 1 and 2 reflect these recommendations and may be modified to reflect district practice.

Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant~~, and respondent if there is one,~~ a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the district's final written decision at the same time it is provided to the complainant.

~~**OPTION 2:**~~

~~Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she **the complainant** may, within five business days, file his/her **the** complaint in writing with the Board.~~

UNIFORM COMPLAINT PROCEDURES (continued)

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

In resolving **For** any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent **shall be informed of any extension of the timeline agreed to by the complainant,** also shall be sent the district's **final written** decision, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), the federal agency which administers FERPA, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the offender when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., an order that the alleged offender stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the offender.

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as

UNIFORM COMPLAINT PROCEDURES (continued)

~~discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.~~

~~Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.~~

~~If the complaint involves a limited English proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.~~

Note: 5 CCR 4631 and guidance provided by OCR specify components that should be part of the district's decision. Inclusion of these items will help protect the district's position in case of an appeal to CDE, a complaint submitted to OCR, or if litigation is filed.

For all complaints, the **district's final written** decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:

   a. Statements made by any witnesses

   b. The relative credibility of the individuals involved

   c. How the complaining individual reacted to the incident

   d. Any documentary or other evidence relating to the alleged conduct

   e. Past instances of similar conduct by any alleged offenders

   f. Past false allegations made by the complainant

2. The conclusion(s) of law

3. Disposition of the complaint

4. Rationale for such disposition

UNIFORM COMPLAINT PROCEDURES (continued)

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

a. The manner in which the misconduct affected one or more students' education

b. The type, frequency, and duration of the misconduct

c. The relationship between the alleged victim(s) and offender(s)

d. The number of persons engaged in the conduct and at whom the conduct was directed

e. The size of the school, location of the incidents, and context in which they occurred

f. Other incidents at the school involving different individuals

5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

   For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

   a. The corrective actions imposed on the respondent

   b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.

   c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

UNIFORM COMPLAINT PROCEDURES (continued)

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), the federal agency which administers FERPA, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the offender when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., an order that the alleged offender stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the offender.

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved ~~attends~~ **is enrolled in** a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language **pursuant to Education Code 48985**. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

Note: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

UNIFORM COMPLAINT PROCEDURES (continued)

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. ~~He/she~~ **The complainant** may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

Note: The following section may be revised to reflect district practice.

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

UNIFORM COMPLAINT PROCEDURES (continued)

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

~~9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint~~

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

Note: Generally, when a complaint is found to have merit, an appropriate remedy is provided to the complainant or other affected person. However, in certain instances, the law may require a remedy to be provided to all affected persons, not just the complainant or subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with the LCAP requirements, pursuant to Education Code 52075, and to noncompliance with required instructional minutes for elementary students' physical education, pursuant to Education Code 51223. Districts that do not maintain elementary schools should delete reference to physical education ~~from the following paragraph~~ **below**.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if ~~If~~ a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Note: 5 CCR 4632-4633 provide that ~~any~~ complainant**s** may appeal **to CDE if they disagree with** the district's decision **on any matter within the scope of the UCP** ~~to CDE~~, as provided below. ~~Pursuant to Education Code 49013, the district is **mandated** to adopt procedures that include the right to appeal to CDE, in accordance with 5 CCR 4632, when a complainant is dissatisfied with the district's decision on his/her complaint alleging noncompliance with the law that prohibits districts from requiring students to pay fees, deposits, or charges for their participation in educational activities. Such procedures are also **mandated** by Education Code 52075 with regard to complaints alleging noncompliance with requirements related to the LCAP.~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~Authority to appeal the district's decision is also available to a complainant who alleges noncompliance with laws regarding (1) the provision of reasonable accommodation to a lactating student; (2) the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families; (3) the assignment of a high school student to a course without educational content; and (4) the required instructional minutes for elementary students' physical education, as specified in items #3 and #6-9 of the accompanying Board policy.~~

Any complainant who is dissatisfied with the district's final written decision ~~of~~ **on** a complaint regarding any specified federal or state educational program subject to ~~the~~ UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (~~Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075;~~ 5 CCR 4632)

The complainant ~~or respondent~~ shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

Note: Although not required pursuant to 5 CCR 4631-4633, OCR recommends that the right to appeal the district's decision to CDE be extended to the respondent to an allegation of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) to ensure fairness for all parties involved. The following paragraphs reflect OCR's recommendation.

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, ~~he/she~~ **the respondent**, in the same manner as the complainant, may file an appeal with CDE.

Upon notification by CDE that the ~~complainant or respondent has appealed the~~ district's decision **has been appealed**, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

1. A copy of the original complaint

2. A copy of the written decision

3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision

4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator

5. A report of any action taken to resolve the complaint

UNIFORM COMPLAINT PROCEDURES (continued)

6. A copy of the district's ~~uniform complaint procedures~~ **UCP**

7. Other relevant information requested by CDE

Note: CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final written decision; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; (3) the complainant ~~alleges that he/she~~ would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile; (4) the complainant alleges failure to comply with the due process procedures established pursuant to special education law and regulation to implement a due process hearing order; (5) the complainant alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety, or welfare of one or more students is threatened; or (6) the complainant alleges failure to follow a student's individualized education program.

Policy Reference UPDATE Service
Copyright 2019 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Return to Agenda

CSBA Sample
Administrative Regulation

Community Relations AR 1312.4(a)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Education Code 35186 **mandates** that districts establish policies and procedures to address complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff. ~~These procedures are no longer required for complaints of deficiencies related to the provision of intensive instruction and services to students who have not passed one or both parts of the high school exit examination after the completion of grade 12 since that categorical program was eliminated pursuant to AB 97 (Ch. 47, Statutes of 2013).~~ **When such a complaint is filed with the district, the district is required to investigate and resolve the complaint in accordance with the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687. In addition, pursuant to Education Code 8235.5, as added by AB 1808 (Ch. 32, Statutes of 2018), California State Preschool Programs (CSPP) (Education Code 8235-8239.1) that are exempt from licensing pursuant to Health and Safety Code 1596.792 must utilize district complaint procedures, with modifications as necessary, to resolve allegations of noncompliance with applicable health and safety requirements. The Legislative Counsel's Digest of AB 1808 clarifies that the Williams uniform complaint procedures are the applicable procedures.**

~~Education Code 35186 requires that districts post notices concerning these complaint procedures in each classroom. 5 CCR 4680-4687 further delineate legal requirements for the complaint form and notice. See the accompanying exhibits for a sample notices and complaint forms.~~

It is recommended that districts use these procedures only for complaints ~~regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions~~ **specified in law and this administrative regulation**. See BP/AR 1312.3 - Uniform Complaint Procedures for a discussion of the types of complaints subject to the ~~The~~ uniform complaint procedures ~~specified in~~ **established pursuant to** 5 CCR 4600-4670**.** ~~should be used, as required, for a complaint alleging (1) failure to comply with state and federal laws governing educational programs; (2) unlawful discrimination, harassment, intimidation, or bullying; (3) violation of the prohibition against requiring students to pay fees, deposits, or other charges unless authorized by law; (4) noncompliance with legal requirements pertaining to the local control and accountability plan; (5) retaliation against a complainant or other participant in the complaint process or anyone who has otherwise acted to uncover or report alleged wrongdoing in the district; or (6) any other complaint as specified in a district policy; see BP/AR 1312.3 - Uniform Complaint Procedures.~~ For procedures related to complaints about employees, see BP/AR 1312.1 - Complaints Concerning District Employees. For complaints concerning the district's adoption and selection of specific instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials. For complaints regarding the district's nutrition program, see BP 3555 - Nutrition Program Compliance.

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following: ~~(Education Code 35186; 5 CCR 4680-4683)~~

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: **(Education Code 35186; 5 CCR 4681)**

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

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

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: **(Education Code 35186; 5 CCR 4682)**

a. A semester begins and a teacher vacancy exists.

b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

(cf. 4112.22 - Staff Teaching English Learners)

c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)
(cf. 4113 - Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: **(Education Code 35186; 5 CCR 4683)**

   a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

      Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

   b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

      Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

      Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

Note: The following optional paragraph is for use by districts that maintain any of grades 6-12. Education Code 35292.6 requires a school that serves any of grades 6-12 and meets a 40 percent student poverty threshold, as defined in 20 USC 6314, to stock at least 50 percent of the school's

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

restrooms with feminine hygiene products for use in connection with the menstrual cycle, and to not charge students for such products. See AR 3517 - Facilities Inspection. Although Education Code 35292.6 does not require a complaint process, it is recommended that the Williams uniform complaint procedures be used to address any allegation of noncompliance with Education Code 35292.6 in order to ensure consistency in the procedures that districts use to address allegations of noncompliance with all restroom maintenance requirements.

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

(cf. 3514 - Environmental Safety)
(cf. 3517 - Facilities Inspection)

~~**Note: Item #4 is for use by districts that operate one or more CSPP programs which are exempt from licensure by Health and Safety Code 1596.792 and are subject to the health and safety requirements of Health and Safety Code 1596.7925, as added by AB 1808. Pursuant to Health and Safety Code 1596.7925, the California Department of Education (CDE) must adopt regulations by July 1, 2019, that contain the program requirements specified below.**~~

~~**4. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations, including any complaint alleging that: (Education Code 8235.5; Health and Safety Code 1596.7925)**~~

~~**a. The preschool does not have outdoor shade that is safe and in good repair.**~~

~~**b. Drinking water is not accessible and/or readily available throughout the day.**~~

~~**c. The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.**~~

~~**d. Restroom facilities are not available only for preschoolers and kindergartners.**~~

~~**e. The preschool program does not provide visual supervision of children at all times.**~~

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

f. Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.

g. Playground equipment is not safe, in good repair, or age appropriate.

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

Note: Education Code **8235.5 and** 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code **8235.5 and** 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample forms and classroom notices.

The Superintendent or designee shall ensure that the district's complaint form **specifies the location for filing a complaint and** contains a space to indicate whether the complainant desires a response to his/her **the** complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as **desired** he/she wishes. (Education Code **8235.5,** 35186; 5 CCR 4680)

Note: The following paragraph may be revised to reflect the grade levels offered by the district.

The Superintendent or designee shall ensure that a notice is posted **post** in each **9-12** classroom in each school **a notice** containing the components specified in Education Code 35186. **In each license-exempt CSPP classroom, a notice containing the components specified in Education Code 8235.5 shall be posted.** (Education Code **8235.5,** 35186)

Filing of Complaint

Note: Education Code **8235.5 and** 35186 requires that complaints be investigated and resolved within the timelines specified below. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see statements regarding the filing of the complaint, the investigation, timelines, and the complainant's right to appeal to the Governing Board and to appeal facilities complaints to the CDE, as detailed in the following section and the section "Investigation and Response" below.

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee**, or the preschool administrator or designee as appropriate,** at the school in which the complaint arises. The principal or designee shall forward a **A** complaint about problems beyond his/her **the** authority **of the principal or**

~~**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)~~

~~**preschool administrator**~~ **shall be forwarded** to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code **8235.5,** 35186; 5 CCR 4680)

Investigation and Response

The principal~~**/preschool administrator**~~ or **a** designee **of the Superintendent** shall make all reasonable efforts to investigate any problem within ~~his/her~~ **their** authority. (Education Code **8235.5,** 35186; 5 CCR 4685)

Investigation of a complaint regarding ~~preschool health or~~ safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)

~~He/she~~ **The principal~~/preschool administrator~~ or Superintendent's designee** shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code **8235.5,** 35186; 5 CCR 4685)

~~Complaints may be filed anonymously.~~ If the complainant has indicated on the complaint form ~~that he/she would like~~ **a desire to receive** a response to the complaint, the principal~~**/preschool administrator**~~ or **Superintendent's** designee shall report the resolution of the complaint to ~~him/her~~ **the complainant** ~~at the mailing address indicated on the complaint form~~ within 45 working days of the initial filing of the complaint. ~~At the same time, the principal or designee shall report the~~ **If the principal~~/preschool administrator~~ makes this report, the** ~~same~~ information **shall be reported at the same time** to the Superintendent or designee. (Education Code **8235.5,** 35186; 5 CCR 4680, 4685)

Note: Education Code 48985 specifies that, when 15 percent or more of the students enrolled in a particular school speak a single primary language other than English, all notices, reports, statements, or records sent to the parents/guardians of such students be written in English and in the primary language. Education Code **8235.5 and** 35186 require~~s~~ that, when Education Code 48985 is applicable, any response requested by the complainant must be written in English and in the primary language in which the complaint was filed.

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code **8235.5,** 35186)

If a complainant is not satisfied with the resolution of a complaint, ~~he/she~~ **the complainant** has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code **8235.5,** 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a **~~or #4~~** in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

principal~~/**preschool administrator**~~ or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code **8235.5,** 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code **8235.5,** 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

Note: During the FPM process, CDE staff will expect to see the following statement.

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code **8235.5,** 35186; 5 CCR 4686)

~~**Forms and Notices**~~

~~The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)~~

~~Note: Education Code 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample form and classroom notice.~~

~~The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)~~

~~The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)~~

Legal Reference: (see next page)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE
234.1 Prohibition of discrimination, harassment, intimidation, and bullying
1240 County superintendent of schools, duties
8235-8239.1 California State Preschool Programs, especially:
8235.5 California State Preschool Program, complaints regarding health and safety issues
17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
33126 School accountability report card
35186 Williams uniform complaint procedures
*35292.5-**35292.6** Restrooms, maintenance and cleanliness*
48985 Notice to parents in language other than English
60119 Hearing on sufficiency of instructional materials
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
UNITED STATES CODE, TITLE 20
6314 Title I schoolwide program

Management Resources:

WEB SITES
CSBA: http://www.csba.org
California County Superintendents Educational Services Association: http://www.ccsesa.org
California Department of Education, Williams case: http://www.cde.ca.gov/eo/ce/wc
State Allocation Board, Office of Public School Construction: http://www.opsc.dgs.ca.gov

Policy Reference UPDATE Service
Copyright 2019 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

CSBA Sample
Exhibit

Community Relations E(1) 1312.4(a)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Education Code 35186 requires that the following notice be posted in each **K-12** classroom in each school in the district. During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that a notice is placed in each classroom in each school and that the notice contains all the information described below.

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:
K-12 COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.

2. School facilities must be clean, safe, and maintained in good repair.

3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

   Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

   Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Note: Education Code 35186 requires that the notice inform parents/guardians of the location to obtain a complaint form and provides that posting a notice downloadable from the CDE's web site will satisfy this requirement. The law does not require that complaint form be placed in any specific location. The following paragraph lists locations where complaint forms may be available and should be modified to reflect district practice, including adding the school and district web site addresses.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

~~4.~~ **If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law.** A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: http://www.cde.ca.gov/re/cp/uc. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

Policy Reference UPDATE Service
Copyright 2019 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Return to Agenda

CSBA Sample
Exhibit

Community Relations E(2) 1312.4(a)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

~~**COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES**~~

Note: Education Code 35186 creates ~~a~~ **the Williams uniform complaint** procedure**s** for the filing of complaints concerning deficiencies in textbooks or instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The following form contains elements required by Education Code 35186 and 5 CCR 4681-4683. During the Federal Program Monitoring process, California Department of Education staff will check to ensure that the complaint form includes all of the elements specified below. ~~This form is no longer applicable to complaints regarding deficiencies in intensive instruction and services to students who have not passed all parts of the high school exit examination by the end of grade 12 since that categorical program was eliminated by AB 97 (Ch. 47, Statutes of 2013).~~

K-12 COMPLAINT FORM:
WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ❑ Yes ❑ No

Contact information: (if response is requested)
Name: _____
Address: _____
Phone number: Day: _____ Evening: _____
E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:
School name/address: _____
Course title/grade level and teacher name: _____
Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

❑ A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

❑ A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

❑ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

❑ A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

❑ A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

❑ A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

❑ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5**, 35292.6**; 5 CCR 4683)

❑ A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.

❑ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

Note: The following optional item is for districts that choose to use the William uniform complaint procedures to address complaints alleging noncompliance with requirements to stock restrooms at certain schools with feminine hygiene products pursuant to Education Code 35292.6; see the accompanying administrative regulation.

❑ **For a school that serves students in any of grades 6-12 with 40 percent of more of its students from low-income families, as defined, the school has not stocked at least half of its restrooms with feminine products at all times and made those products available to students at no cost.**

❑ The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

_____
_____
_____
_____
_____
_____
_____
_____

Note: Education Code 35186 requires that complaints be filed with the principal or designee and that the complaint form specify the location for filing the complaint. Districts should specify the name and/or location in the spaces below.

Please file this complaint at the following location:

Wheatland Union High School District
Office of the Superintendent
1010 Wheatland Road – Wheatland, CA 95692

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

_____ _____

(Signature) (Date)

Policy Reference UPDATE Service
Copyright 2019 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Return to Agenda

CSBA Sample
Administrative Regulation

Community Relations AR 1340(a)

ACCESS TO DISTRICT RECORDS

Note: Article 1, Section 3 of the California Constitution grants any person the right to access information concerning meetings and writings of state and local government bodies, officials, and agencies as long as the constitutional rights of privacy and due process are protected. Courts broadly interpret rules or laws granting access and narrowly interpret those denying access; thus, the burden is on the district to demonstrate the need for restricting access to public records.

The following **optional** administrative regulation lists those records defined as public and, in contrast, those defined as confidential to which there is no public access. It is not intended to provide an all-inclusive list of records that may be defined as either public or confidential.

Definitions

Note: Pursuant to Government Code 6252, a "public record" includes any writing that relates to district business as defined below.

Emails and other electronic communications related in a substantive manner to district business are considered public records. Furthermore, in City of San Jose v. Superior Court, the California Supreme Court held that using a personal account or personal device to send or receive communications regarding public business does not categorically exclude those records from disclosure upon request under the California Public Records Act (CPRA) (Government Code 6250-6270). The court noted that public agencies are required to disclose all applicable records that can be located "with reasonable effort," including those records contained on a public employee's or official's personal device or account. Such searches need not be extraordinary or intrusive. For further information, see CSBA's Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications. Also see the accompanying Board policy, AR 3580 - District Records, and BB 9012 - Board Member Electronic Communications.

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

(cf. 3580 - District Records)
(cf. 9012 - Board Member Electronic Communications)

Writing means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

Member of the public means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of ~~his/her~~ **such** membership, agency, office, or employment. (Government Code 6252)

ACCESS TO DISTRICT RECORDS (continued)

Public Records

Note: While not specifically enumerated in Government Code 6252, items #1-~~15~~ **14** below are items which fall within the definition of "public records."

Public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)

(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)

2. Statistical compilations

3. Reports and memoranda

4. Notices and bulletins

5. Minutes of public meetings (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

6. Meeting agendas (Government Code 54957.5)

(cf. 9322 - Agenda/Meeting Materials)

7. Official communications between the district and other government agencies

Note: District and school plans (e.g., local control and accountability plan, school plan for student achievement, comprehensive safety plan) must generally be accessible to the public. However, pursuant to Education Code 32281, the Governing Board may choose to prohibit disclosure of those portions of the comprehensive safety plan that include tactical responses to criminal incidents. See BP 0450 - Comprehensive Safety Plan.

8. ~~School-based program plans (Education Code 52850)~~ **District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law**

(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)

~~9. Information and data relevant to the evaluation and modification of district plans~~

ACCESS TO DISTRICT RECORDS (continued)

(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 7110 - Facilities Master Plan)

~~10.~~ **9.** Initial proposals of exclusive employee representatives and of the district (Government Code 3547)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

Note: Although Government Code 6254 exempts from disclosure those records pertaining to pending litigation, the Attorney General opined in 71 Ops.Cal.Atty.Gen. 235 (1988) that records predating the filing of the lawsuit are subject to disclosure. In Fairley v. Superior Court, a California Court of Appeal concurred and held that documents were exempted only if they were prepared for use in litigation. (See item #2 in the section "Confidential Records" below.) The following item reflects the opinion of the court and the Attorney General. The ~~Governing~~ Board should consult legal counsel if it believes that any document related to litigation should not be disclosed.

~~11.~~ **10.** Records pertaining to claims and litigation against the district which have been adjudicated or settled (Government Code 6254, 6254.25)

(cf. 3320 - Claims and Actions Against the District)

~~12.~~ **11.** Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)

(cf. 9270 - Conflict of Interest)

Note: Generally, the names and salaries of public employees are subject to disclosure under the ~~Public Records Act~~ **CPRA**. In Sacramento County Employees Retirement System v. Superior Court, a California Court of Appeal held that the names and corresponding pension benefits of members of a county retirement system are subject to disclosure and are not considered "individual records of members" protected by Government Code 31532. However, in International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, the California Supreme Court recognized that, in some instances, the salaries of certain employees might be exempt from disclosure, depending on the facts and circumstances. **The Board should consult legal counsel if it believes that any document related to the names and salaries of public employees should not be disclosed.** ~~Additionally, in Sacramento County Employees Retirement System v. Superior Court, a California Court of Appeal held that the names and corresponding pension benefits of members of a county retirement system are subject to disclosure and are not considered "individual records of members" protected by Government Code 31532.~~

~~13.~~ **12.** Documents containing names, salaries, and pension benefits of district employees

~~14.~~ **13.** Employment contracts and settlement agreements (Government Code 53262)

ACCESS TO DISTRICT RECORDS (continued)

(cf. 2121 - Superintendent's Contract)
(cf. 4117.5/4217.5/4317.5 - Termination Agreements)
(cf. 4141/4241 - Collective Bargaining Agreement)

~~15.~~ **14.** Instructional materials including, but not limited to, textbooks (Education Code 49091.10)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Access to public records of the district shall be granted to Governing Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 6252.5, 6252.7)

Note: Government Code 6254.29 specifies that the CPRA does not require a district to disclose an employee's social security number and states the Legislature's intent that districts redact social security numbers from any records being disclosed to the public. In addition, Government Code 6254.3~~, as amended by AB 2843 (Ch. 830, Statutes of 2016),~~ prohibits disclosure of an employee's personal cell phone number and birth date.

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)

Confidential Public Records

Note: Pursuant to Government Code 8310.3, districts are prohibited from collecting or disclosing to federal government authorities any personal information regarding an individual's religious beliefs, practices, or affiliation for the purpose of compiling a list, registry, or database of individuals based on religious affiliation, national origin, or ethnicity.

In addition, Education Code 234.7 prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information to U.S. Immigration and Customs Enforcement (ICE), as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order. An ICE "administrative warrant" is not a court order that would allow a district to disclose student records without parent/guardian consent. See BP/AR 5125 - Student Records, BP/AR 5145.13 - Response to Immigration Enforcement, and the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

ACCESS TO DISTRICT RECORDS (continued)

Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed to federal government authorities. (Education Code 234.7; Government Code 8310.3)

(cf. 5145.13 - Response to Immigration Enforcement)

Records to which the members of the public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, **and** interagency or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 6254)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 6254, 6254.25)

3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 6254)

(cf. 4112.5/4212.5/4312.5) - Criminal Record Check)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)

The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees may only be disclosed as follows: (Government Code 6254.3)

a. To an agent or a family member of the employee

b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties

c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed

ACCESS TO DISTRICT RECORDS (continued)

Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the district shall remove this information from any mailing list of the district except a list used exclusively to contact the employee.

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

d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

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

4. Student records, except directory information and other records to the extent permitted under the law, when disclosure is authorized by law

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 5125.3 - Challenging Student Records)

5. Test questions, scoring keys, and other examination data except as provided by law (Government Code 6254)

(cf. 6162.51 - State Academic Achievement Tests)

6. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 6254)

7. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in **an** unfair competitive disadvantage to the person supplying the information (Government Code 6254)

8. Library circulation and patron use records of a borrower or patron including, but not limited to, ~~his/her~~ name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to ~~a~~ person**s** acting within the scope of ~~his/her~~ **their** duties in the administration of the library, to ~~a~~ person**s** authorized in writing by the individual to whom the records pertain, or by court order (Government Code 6254, 6267)

(cf. 6163.1 - Library Media Centers)

ACCESS TO DISTRICT RECORDS (continued)

Note: The following exemption protects attorney-client privileged communications and attorney work product, as well as other work product prepared for use in pending litigation or claims. Pursuant to the Rules of Professional Conduct of the State Bar of California, when an attorney has been hired to represent the district as a whole, this privilege may only be waived by the Board.

In Los Angeles County Board of Supervisors v. Superior Court, the California Supreme Court held that invoices for the services of district counsel, or portions of those invoices, may be privileged and therefore exempt from disclosure. The Board should consult with legal counsel to determine what records to disclose in response to a CPRA request for such invoices.

9. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 6254)

(cf. 9124 - Attorney)

10. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 6254)

~~*(cf. 0450 - Comprehensive Safety Plan)*~~

11. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 6253.5)

(cf. 9223 - Filling Vacancies)

12. Minutes of Board meetings held in closed session (Government Code 54957.2)

(cf. 9321 - Closed Session Purposes and Agendas)

13. Computer software developed by the district (Government Code 6254.9)

14. Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system (Government Code 6254.19)

15. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)

(cf. 5141.6 - School Health Services)

ACCESS TO DISTRICT RECORDS (continued)

16. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes

Note: Item #17 below reflects an exemption often referred to as the "catch-all" or "public interest" exemption pursuant to Government Code 6255. This exemption allows a district to withhold a record based on analysis of the specific facts of the situation and in light of the competing public interests. This exemption also includes the "deliberative process privilege" which is designed to protect a district's decision-making process in order to encourage candid discussions within the district. Legal counsel should be consulted to determine whether a request for a record falls under this exemption.

17. Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

Inspection of Records and Requests for Copies

Note: Court decisions have held that a public record request may be made orally, by phone, or in writing, including by email, fax, or hand delivery. The district may ask, but not require, that the person put an oral request in writing.

Any person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. (Government Code 6253)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of ~~his/her~~ **the** determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request

2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request

3. The need for consultation, which shall be conducted with all practicable speed, with

ACCESS TO DISTRICT RECORDS (continued)

another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request

4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Note: Government Code 6253 states that copies of records must be provided "promptly." The term "promptly" is not defined in law, but Government Code 6253 also states that a district may not delay or obstruct the copying of records. Thus, if the records are held in a manner that allows for prompt disclosure, the records generally should not be withheld because of the 10-day response period or the 14-day extension detailed above.

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

Note: The following **optional** paragraph is for use by districts that charge for copies. See the accompanying Board policy.

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

~~Note: Pursuant to Government Code 6253, as amended by AB 2853 (Ch. 275, Statutes of 2016), in addition to having public records available for inspection during office hours, the district may, in response to a public records request, post public records on its web site and refer the requesting member of the public to the location on the web site where the public record is posted, as provided below.~~

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)

ACCESS TO DISTRICT RECORDS (continued)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.

2. The request would require data compilation, extraction, or programming to produce the record.

Assistance in Identifying Requested Records

Note: Government Code 6253.1 requires the district to assist a person requesting to inspect or obtain a copy of a public record as specified below. This assistance is not required if the district grants the request and the records are made available or if the request is denied on the grounds that the records are confidential.

If the Superintendent or designee denies a request for disclosable records, ~~he/she shall assist~~ the requester **shall be assisted** in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

   If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist

3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

ACCESS TO DISTRICT RECORDS (continued)

Provisions of the Public Records Act shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)

Policy Reference UPDATE Service
Copyright 2019 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Return to Agenda

March 15, 2019

Wheatland Union High School District
1010 Wheatland Road
Wheatland, CA 95692

Dear Brian Amsbaugh,

This letter will confirm that immer1 Quote #19-129 (2/11/2019) was selected for a total dollar amount of $84,738.91 to include sales tax.

The procurement of these products and services will be dependent on the following conditions:

1. Contingent upon E-Rate funding
2. Final school board approval
3. Wheatland Union High School District will file the FCC Form 472 (BEAR) form

To accept these terms and conditions, please sign below and return by fax to (916) 644-6066 or email to Jason Lopez (jlopez@immer1.com).

We look forward to working with Wheatland Union High School District on this project.

Sincerely,

Jason Lopez, President

Vendor Agreement:

immer1 technology group, incorporated
Jason Lopez, President

By: _____

Date: _____

Wheatland Union High School District

By: Nicole Newman

Date: 3/15/19

immer1 technology group

2351 sunset blvd | suite 170-771 | rocklin, ca 95765
www.immer1.com

Return to Agenda

immer1
technology group

2351 Sunset Blvd, Suite 170-771
Rocklin, Ca 95765
www.immer1.com
916.276.3636

Date	Quote Number
2/11/2019	19-129

This quote is valid for 30 days from the date listed above

Customer
Wheatland Union High School District Brian Amsbaugh 1010 Wheatland Road Wheatland, CA 95692

Ship To
Wheatland Union High School District Brian Amsbaugh 1010 Wheatland Road Wheatland, CA 95692

Part Number	Description	List Price	Qty	Unit Price	Total
	immer1 technology group, incorporated - SPIN 143037593 E-RATE FY19 (2019-2020) WHEATLAND HIGH SCHOOL **********				
ICX7650-48F-E2	RUCKUS WIRELESS ICX7650-48F-E2 48-port; 24-port 1GbE/10GbE SFP+, 24-port100MbE/1 GbE SFP, 4xQSFP (either 2x100GbE or 4x40GbE), modular slot, bundle includes two 250W AC power supplies and two fans, front to back airflow, transceivers sold separately	$17,000.00	1	7,650.00	7,650.00T
ICX7650-48P-E2	RUCKUS WIRELESS ICX7650-48P-E2 48-port 10MbE/100MbE/1GbE PoE+, 4xQSFP (either 2x100GbE or 4x40GbE), modular slot bundle includes two 1000W AC power supplies and two fans, front to back airflow, transceivers sold separately	$13,250.00	1	5,962.50	5,962.50T
ICX7150-24P-2X10G	RUCKUS WIRELESS ICX7150-24P-2X10G ICX 7150 Switch, 24x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 2x 1G SFP and 2x 10G SFP+ uplink-ports upgradable to 4x 10G SFP+ with license 370W PoE budget, basic L3 (static routing and RIP)	$2,100.00	12	940.00	11,280.00T
10G-SFPP-LR	RUCKUS WIRELESS : 10GBASE-LR, SFP+ optic (LC), for up to 10km over SMF	$2,745.00	24	1,098.00	26,352.00T

IMMER1 TECHNOLOGY GROUP, INCORPORATED

SPIN 143037593

FCC REGISTRATION NUMBER (FRN) 0023314719

Subtotal	
Sales Tax (7.75%)	
Total	

Return to Agenda

immer1
technology group

2351 Sunset Blvd, Suite 170-771
Rocklin, Ca 95765
www.immer1.com
916.276.3636

Date	Quote Number
2/11/2019	19-129

This quote is valid for 30 days from the date listed above

Customer
Wheatland Union High School District Brian Amsbaugh 1010 Wheatland Road Wheatland, CA 95692

Ship To
Wheatland Union High School District Brian Amsbaugh 1010 Wheatland Road Wheatland, CA 95692

Part Number	Description	List Price	Qty	Unit Price	Total
E100G-QSFP-QSFP-P-0101	RUCKUS WIRELESS : 100GE Passive Direct Attached QSFP-28 to QSFP-28 Active Copper cable, 1m, 1-pack	$445.00	2	178.00	356.00T
ICX7000-RMK	RUCKUS WIRELESS : FRU,RACK MOUNT KIT,2 POST,ICX7750/7450/7250	$85.00	14	34.00	476.00T
901-P300-US01	RUCKUS WIRELSS 901-P300-US01 P300 outdoor 802.11ac bridge single unit	$1,195.00	2	478.00	956.00T
806-P300-5000	RUCKUS WIRELESS : End User Support for Ruckus P300 (single), 5 Year	$478.00	2	430.20	860.40
901-T610-US01	RUCKUS WIRELESS 901-T610-US01 ZoneFlex T610 802.11ac Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, POE in, IP-67 Outdoor enclosure	$1,995.00	4	798.00	3,192.00T
901-R710-US00	RUCKUS WIRELESS 901-R710-US00 ZoneFlex R710 US dual-band 802.11abgn/ac Wireless Access Point, 4x4:4 streams Wave 2, BeamFlex+, dual ports with link aggregation support, 802.3af PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.	$1,295.00	4	60.00	240.00T
L09-0001-SG00	RUCKUS WIRELESS : 1 AP LICENSE UPGRADE FOR SZ100/VSCG3.X	$100.00	8	50.00	400.00
S01-0001-5LSG	RUCKUS WIRELESS : End User WatchDog Support Per SZ/vSZ AP, 5 YR	$58.00	8	52.20	417.60

IMMER1 TECHNOLOGY GROUP, INCORPORATED

SPIN 143037593

FCC REGISTRATION NUMBER (FRN) 0023314719

Subtotal	
Sales Tax (7.75%)	
Total	

Return to Agenda

immer1
technology group

2351 Sunset Blvd, Suite 170-771
Rocklin, Ca 95765
www.immer1.com
916.276.3636

Date	Quote Number
2/11/2019	19-129

This quote is valid for 30 days from the date listed above

Customer
Wheatland Union High School District Brian Amsbaugh 1010 Wheatland Road Wheatland, CA 95692

Ship To
Wheatland Union High School District Brian Amsbaugh 1010 Wheatland Road Wheatland, CA 95692

Part Number	Description	List Price	Qty	Unit Price	Total
BP48V60RT-3U	TRIPP LITE BP48V60RT-3U External Battery Pack and Cable. 3U, Expandable, Blue 2-Point Connector	$1,778.10	2	1,044.73	2,089.46T
1500RM2U	TRIPP LITE SMART1500RM2U SmartPro 1.5kVA 1350W Line Interactive Sine Wave UPS, 2U Rack/Tower, LCD, USB, RS232, EPO, 120V	$994.26	12	577.65	6,931.80T
PROFESSIONAL SERVICES	INSTALLATION (PER HOUR)		100	125.00	12,500.00
	PRICING LISTED ABOVE INCLUDES ALL FREIGHT / SHIPPING TO WHEATLAND, CA				

IMMER1 TECHNOLOGY GROUP, INCORPORATED

SPIN 143037593

FCC REGISTRATION NUMBER (FRN) 0023314719

Subtotal	$79,663.76
Sales Tax (7.75%)	$5,075.15
Total	$84,738.91

Return to Agenda

Wheatland Union High School District

Superintendent Salary Schedule

Step	*Annual*	*Daily*
1	153,000.00	588.46
2	157,590.00	606.12
3	162,317.70	624.30
4	167,187.23	643.03
5	172,202.85	662.32
6	177,368.93	682.19
7	182,690.00	702.65
8	188,170.70	723.73

(Pending Board Approval)

April 2019

Return to Agenda

FIRST AMENDED EMPLOYMENT CONTRACT between NICOLE NEWMAN and the BOARD OF TRUSTEES OF THE WHEATLAND UNION HIGH SCHOOL DISTRICT OF YUBA COUNTY, CALIFORNIA

This Employment Contract ("Contract") is by and between the Board of Trustees of the Wheatland Union High School District, hereafter referred to as "Board" or "District," and Nicole Newman, hereinafter referred to as "Superintendent."

NOW THEREFORE, District offers, and Superintendent accepts, employment as District Superintendent of the Wheatland Union High School District:

I. TERM

A. Term

The term of this Contract is July 1, 2019 through June 30, 2022.

B. Extensions

Term may be extended as set forth in Article X., below.

II. COMPENSATION

A. District shall pay Superintendent an annual base salary as set forth in Exhibit A beginning July 1, 2019. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the preceding month.

B. Superintendent's salary is currently at step two (2) on the salary schedule set forth in Exhibit A, and at the conclusion of each Fiscal Year (a "Fiscal Year" is defined as commencing on July 1 and concluding on June 30), Superintendent's salary shall increase by one (1) step on the same salary schedule set forth in Exhibit A, provided she receives a satisfactory evaluation.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

A. General Duties

Superintendent shall be the Chief Executive Officer of the Board as permitted by Education Code section 35035.

1. As Chief Executive Officer, Superintendent shall have primary responsibility for the execution of District/Board Policy. Primary responsibility for the formulation of District/Board Policy is retained by the Board.

2. The Superintendent will serve as secretary to the Board.

3. In addition to the powers and duties set forth in Education Code section 35035, the Superintendent shall have such other powers and duties which have been delegated to the Superintendent in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings.

4. Superintendent shall have the authority to organize and arrange staff, including instruction, business, and operational affairs which in her best judgment serves the Board of Trustees.

5. Superintendent shall perform all duties set forth in this Article III. and shall carry out all lawful directives from the Board.

B. Personnel

1. The Superintendent shall make timely and appropriate recommendations to the Board regarding the employment of personnel. If the Board rejects a person recommended for employment, the Superintendent shall nominate a replacement. All candidates for employment shall be recommended by the Superintendent.

2. When appropriate, the Superintendent shall recommend the release, non-reelection, or termination of an employee.

C. Communications

Superintendent and Board recognize the importance of communications between them.

1. Superintendent shall keep the Board advised of all emerging issues which could have a material impact on the District.

2. Board Members, individually and collectively, shall communicate to the Superintendent any emerging issues which could materially impact the District.

3. Whenever practical, and consistent with the public meeting laws, each shall communicate with the other in advance of scheduled Board meetings.

IV. DUTY, NON-DUTY DAYS, AND LEAVE BENEFITS

A. Work Year Calendar

Superintendent shall render twelve (12) months of full and regular service to District, with the exception of vacations, District-approved holidays, vacation, and approved leaves as set forth in the Contract, at two-hundred and sixty (260) work days per year. It is understood that the demands of the position of Superintendent will require more than eight (8) hours a day and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.

B. Holidays

Superintendent shall receive those holidays set forth in Section 37220 of the Education Code.

C. Vacation

1. Superintendent shall be allotted as vacation twenty (20) days per Fiscal Year.

2. Within thirty (30) days of the commencement of each Fiscal Year, Superintendent shall furnish to the Board a proposed calendar for her annual allotment of vacation to be consumed during that Fiscal Year.

   i. Superintendent shall meet with the Board to review her progress in adhering to the proposed calendar by January 15th each year.

   ii. If the Superintendent has been unable to adhere to the proposed calendar, the Board shall either direct her to take vacation or approve the payout of vacation.

3. The Board retains the right to direct Superintendent's use of accrued vacation.

D. Illness Leave

Superintendent shall accrue illness leave at the rate of one (1) day per month per Contract year. This leave shall accumulate without limit.

E. Reporting

Superintendent shall report to the Board her usage of the leaves provided in this Article IV.

V. GOALS AND OBJECTIVES

A. Annual Establishment

Not later than September 15, 2019, and each subsequent August 1 thereafter during the term on this Contract, the Superintendent and the Board shall establish District goals and objectives for the coming Fiscal Year.

B. Evaluation Criteria

These goals and objectives shall be among the criteria by which Superintendent is evaluated (see Article VI., below).

VI. EVALUATION

A. In Writing

The Board shall evaluate, in writing, the performance of Superintendent (see Article VI.D.2., below).

B. Minimum Assessment Criteria

The evaluation shall, at a minimum, assess Superintendent's performance as it relates to: the duties and responsibilities of Superintendent as set forth in Article III., the goals and objectives established by the Board and Superintendent as set forth in Article V., and applicable law and Board of Trustees Policy.

C. Format and Procedures

1. The final format and procedures of Superintendent's evaluation shall be established by the Board and may include Superintendent's self-evaluation. The Board may, in its discretion, revise the format and procedure of Superintendent's evaluation, but such revision shall first be preceded by reasonable notice to Superintendent.

2. The evaluation format shall:

   i. Be reasonably objective and shall contain at least the following evaluation areas:

   - relationship with the Board of Trustees
   - relationship with the community
   - curriculum and instruction leadership
   - business and operations services leadership
   - staff and personnel relationships
   - personal qualities and development
   - educational results
   - overall educational leadership.

   ii. Provide for a rating system such that the Board, individually and collectively, may indicate whether the performance of Superintendent is:

   - outstanding
   - successfully completed
   - progressing acceptably
   - making little progress
   - unsatisfactory.

   iii. Assess both overall performance and the specific criteria set forth in the evaluation format.

D. Timelines

1. Verbal Feedback: The Board shall meet with the Superintendent to provide oral feedback regarding her performance not less than once annually unless a problem arises before 12 months.

2. Annual Written Evaluation: The Board shall complete its annual written evaluation of Superintendent not later than May 1 of each year of this Contract.

   i. A copy of the written evaluation shall be delivered to Superintendent no later than May 15 of each Fiscal Year of this Contract.

   ii. Superintendent shall have the right to make a written response to the evaluation. Such response, if submitted to the Board by May 30, shall become a permanent attachment to the evaluation.

iii. On or before June 30 of each Fiscal Year of this Contract, the Superintendent and Board shall meet to discuss Superintendent's written evaluation.

3. Superintendent shall schedule, with notice to the Board President, timely closed session meetings to enable the Board to provide verbal and written evaluations, as set forth above.

E. Performance Deemed Unsatisfactory

If a majority of the Board determines that the performance of Superintendent is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement where the Board has deemed performance to be unsatisfactory and may include recommendations in other instances if Board deems such to be appropriate.

VII. PROFESSIONAL GROWTH OF SUPERINTENDENT

A. District encourages the continuing professional growth of Superintendent through her participation in:

1. The operations, programs and other activities conducted or sponsored by local, state, and national school board and administrative associations;

2. Seminars and courses offered by public or private educational institutions;

3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for District; and

4. Local civic organizations.

B. In its encouragement, District shall permit a reasonable amount of release time for Superintendent to attend such matters and shall pay in accordance with Board policy, necessary travel and subsistence expenses.

C. Professional, Civic, and Local Organizations and Committees

1. ACSA and ASCD: If requested, District shall pay Superintendent's annual membership charges to the Association of California School Administrators ("ACSA") and/or the Association for Supervision of and Curriculum Development ("ASCD").

2. Others: At District's sole discretion, District may pay membership fee(s) for Superintendent to participate in other professional, civic, and local organizations with prior written approval by the Board.

VIII. EXPENSES AND OTHER BENEFITS

A. General Expenses

1. Except as otherwise provided in this Contract, District shall reimburse Superintendent for all actual and necessary expenses that have been incurred within the scope of employment. In accordance with prudent business practices, payment shall require counter-signature by the District's Chief Financial Officer.

2. Reimbursement of all expenses shall be in accordance with Board policy.

B. Outside Professional Activities

The Superintendent shall undertake outside professional activities, including, consulting, speaking, and writing. These activities may be performed for compensation, provided that they do not interfere with normal duties. Prior approval of the Board is required.

C. Fringe Benefits – Medical/Dental/Vision

District shall provide Superintendent with medical, dental, and vision insurance on the same basis that such insurances as are available to other full-time certificated employees.

D. Mileage

District shall reimburse Superintendent for use of Superintendent's personal vehicle for purposes related to District business from Wheatland, California. Mileage shall be reimbursed at the applicable Standard Mileage Rate set by the Internal Revenue Service.

E. Laptop

1. The District shall provide to Superintendent, at District expense, a laptop computer ("Laptop"). Laptop shall remain the sole property of the District, and the District shall have the absolute right to control and access Laptop.

2. Laptop is provided solely to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may not use Laptop for personal use.

3. When Laptop is provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.

4. Superintendent expressly agrees that the Superintendent shall have no reasonable expectation of privacy in relation to the Laptop, and the District shall be permitted unrestricted access to Laptop. The Superintendent shall not destroy or alter data on the Laptop without the prior written consent of the Board.

IX. EXTENSION OF EMPLOYMENT CONTRACT

A. Extension by Board

Commencing with the evaluation for the 2019/2020 Fiscal Year, each year that Superintendent's written evaluation for the Fiscal Year just completed is deemed as "progressing acceptably" or better in all areas by a majority of the Board (see Article VI.C.), this Contract shall be extended by the Board for one additional year (July 1 through June 30).

B. Public Confirmation

If the Contract is extended, this extension shall be confirmed publicly by the Board at the next regular Board meeting subsequent to this extension.

C. Continued Applicability

If this Contract is extended by operation of this Article IX., this provision continues to apply to the Contract as extended.

X. NON-RENEWAL OF EMPLOYMENT CONTRACT

A. Ninety Day Notice

Should the Board determine that it does not wish to re-employ Superintendent under any successor contract, the Board shall give written notice of this decision to the Superintendent pursuant to Education Code section 35031 at least ninety (90) days (rather than the statutory forty-five [45] days) prior to the end of this Contract, or any successor Contract.

B. Superintendent's Requirement to Notify

Superintendent shall remind Board of the requirement to give this notice, in writing, at the last regular Board meeting which is at least sixty (60) calendar days prior to the last day to give the notice required by Article X.A.

XI. TERMINATION OF EMPLOYMENT CONTRACT

This employment Contract may be terminated prior to its normal expiration by:

A. Failure by the Superintendent to maintain a valid California Administrative Credential.

B. Mutual agreement of the parties.

C. Retirement of Superintendent.

D. Physical or mental inability of the Superintendent to perform her duties.

E. Termination for Cause.

1. In the event of termination for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include, by way of illustration and not limitation, failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District, unprofessional conduct, incompetency, neglect of duty, or a breach of this Contract. Determination of whether cause exists shall be in the sole discretion of the Board.

2. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify Superintendent in writing. Upon request, Board shall serve upon Superintendent reasonably detailed statement of the facts upon which the Board has determined that cause exists. Superintendent will be afforded an opportunity for a meeting which

shall include the right to be represented by counsel and the right to call witnesses. If Superintendent chooses to be accompanied by legal counsel at such meeting, Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Superintendent shall be provided a written decision describing the results of the meeting.

F. Board of Trustees Option

1. Notwithstanding any other provision of this Contract, Board shall have the sole right, upon the giving of at least sixty (60) calendar days' notice, to terminate this Contract during its term as set forth below.

   i. If Board terminates this Contract before its normal expiration, except pursuant to paragraphs A. to E. above, it shall pay to Superintendent her base salary and medical/dental/vision benefits for the lesser of either six (6) months or for that number of months remaining on this Contract.

   ii. The six (6) month payment period shall commence on the date of notification.

2. If Superintendent is gainfully employed or commences drawing retirement benefits from a retirement system during any portion of the time she is being compensated by District pursuant to this Paragraph F., such earnings shall reduce, on a dollar-for-dollar basis, District's obligation under this section.

   For each affected month during the period of time Superintendent is to be compensated by District pursuant to this Paragraph F., Superintendent shall provide District with a statement of earnings, if any, which shall become a pro-rated dollar-for-dollar offset against District's monthly obligation under this section for the following month.

3. The compensation set forth in Paragraph F.1. above shall be the only compensation of any kind which shall be due Superintendent if this Contract is terminated by the Board pursuant to this Paragraph F.

4. ***Note: The following subparagraph (F.4.) is set forth only because California Government Code section 53260(a) requires its presence in certain employment contracts. Due to the existence of subparagraphs F.1., F.2., and F.3, however, this subparagraph (F.4.) is of no force or effect.***

   If this Employment Contract is terminated, the maximum cash settlement that Superintendent may receive shall be an amount equal to the monthly

salary of Superintendent multiplied by the number of months left on the unexpired term of the Contract. However, if the unexpired term of the Contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of Superintendent multiplied by twelve (12). (Cal. Gov. Code, § 53260, subd. (a).)

XII. MEDICAL EXAMINATION

A. Superintendent shall complete a medical examination to assess Superintendent's physical fitness to perform the duties contemplated by this Contract as soon as possible within the first year of Superintendent's employment. The results of the physical examination shall certify that Superintendent is fit for duty as a condition of employment. The medical report shall be confidential. If not covered by Superintendent's medical insurance, the District shall pay the cost of this medical examination. Any comprehensive medical examination that has been conducted during the last calendar year will be acceptable.

B. In light of the unique nature of the professional duties of Superintendent, Superintendent agrees, if requested by the Board, to submit to a complete medical examination on an annual basis. The examination shall be conducted at the District's expense by a physician selected and approved by both parties. The District shall be advised in writing by the physician of the continued physical fitness of Superintendent to perform Superintendent's duties and such report shall be confidential.

XIII. GENERAL PROVISIONS

A. Full and Complete Document

This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors in interest to this Contract.

B. Applicable Laws

Except as modified by an express term of this Contract, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board of Trustees of the Wheatland Union High School District. These laws, rules, regulations, and policies, as referenced above, are a part of the terms and conditions of this Contract as though fully set forth herein.

Return to Agenda

IN WITNESS, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

For the BOARD OF TRUSTEES of the WHEATLAND UNION HIGH SCHOOL DISTRICT

Date: _____ Date: _____

By: _____ By: _____

Date: _____ Date: _____

By: _____ By: _____

Date: _____

By: _____

I accept this offer of employment and agree to comply with all of its terms and to fulfill all of the duties of employment of Superintendent of the Wheatland Union High School District.

Date: _____

By: _____

Return to Agenda

Exhibit A

Salary Schedule

Step	*Annual*	*Daily*
1	153,000.00	588.46
2	157,590.00	606.12
3	162,317.70	624.30
4	167,187.23	643.03
5	172,202.85	662.32
6	177,368.93	682.19
7	182,690.00	702.65
8	188,170.70	723.73

Return to Agenda

MEMORANDUM OF UNDESTANDING
SCHOOL PSYCHOLOGIST SERVICES

This agreement ("Agreement") is by and between the Wheatland Union High School District ("District") and Wheatland Elementary School District ("Contractor") (together, they are referred to as "Parties," and individually, as a "Party").

RECITALS

1. The District is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.

2. The District is in need of such services and advice and Contractor warrants that it employs person or persons who are specially trained, licensed, experienced and/or competent to perform the services required by the District.

AGREEMENT

1. EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM

a. This Agreement is effective on July 1, 2019 ("Effective Date").

b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) June 30, 2022.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's

Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

Contractor shall furnish to the District the services described in Exhibit A ("Services").

5. COMPENSATION

Contractor shall receive payment for Services rendered pursuant to this Agreement as specified in Exhibit B ("Compensation").

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit C.

7. INSURANCE

Exhibit D, entitled Insurance, is attached and incorporated by reference.

8. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To District:
Wheatland Union High School District
1010 Wheatland Road
Wheatland, CA 95692
Attn: Superintendent

To Contractor:
Wheatland Elementary School District
111 Main Street
Wheatland, CA 95692
Attn: Superintendent

9. LIMITATION OF LIABILITY

Other than as provided in this Agreement, the 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 the 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 for the services performed in connection with this Agreement.

Return to Agenda

The Parties have executed this Agreement on the dates indicated below.

Wheatland Union High School District	**Wheatland Elementary School District**
Date: _____, 2019	Date: _____, 2019
By: _____ Print Name: Nicole Newman Its: _____	By: _____ Print Name: Craig Guensler Its: _____

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Contractor shall furnish the District with one (1) school psychologist, [insert personnel name] ("Key Personnel"), to regularly provide service to the District pupils as directed by the District not to exceed hours (20) hours per week. Contractor shall not substitute the Key Personnel without the prior written approval of the District, which shall not be unreasonably withheld.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

Not to exceed the sum of Ninety-Two Thousand Six Hundred Dollars ($92,600) ("NTE Amount") per fiscal year, to be computed as follows:

> fifty percent (50%) of the salary, wages, and benefits paid by Contractor to retain the Key Personnel or any substitute approved thereafter, provided that such salary must be approved in advance by the District.

The NTE Amount shall be indexed to and adjusted to reflect the amount most recently computed by the Superintendent of Public Instruction pursuant to Subdivision (e) of section 20111 of the Public Contract Code.

B. Payment

a. Schedule

Contractor shall submit quarterly invoices for services actually rendered.

b. Process

Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after Contractor submits an invoice to the District for Services actually completed.

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by the District as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the District's express written permission. The District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
   a. **Without Cause by District.** The District may, upon no less than one hundred eighty (180) days prior written notice, with or without reason, terminate this Agreement effective upon the conclusion of the then current fiscal year (July 1 – June 30) and compensate Contractor only for services satisfactorily rendered through the end of the current fiscal year. Notice shall be deemed given when received by Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
   b. **Without Cause by Contractor.** Contractor may, upon no less than one hundred eighty (180) days prior written notice, with or without reason, terminate this Agreement effective upon the conclusion of the then current fiscal year (July 1 – June 30), and in such event the District shall compensate Contractor only for services satisfactorily rendered through the end of the current fiscal year. Notice shall be deemed given when received by the District or no later than three (3) days after the day of mailing, whichever is sooner.
   c. **With Cause by District.** The District may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
      (1) material violation of this Agreement by Contractor; or
      (2) any act by Contractor exposing the District to liability to others for personal injury or property damage; or
      (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

      Written notice by the District shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.
   d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      (1) material violation of this Agreement by the District; or
      (2) any act by the District exposing Contractor to liability to others for personal injury or property damage; or
      (3) The District is adjudged bankrupt, the District makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

      Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction

thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.

e. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

5. **INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.**
   a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:
      (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; ***or***
      (2) arises out of, pertains to, or relates to the performance of this Agreement
   b. **Indemnified Parties, Defined.** The "Indemnified Parties" are the District, its officers, consultants, employees, and trustees, provided however that the Indemnified Parties do not include the officers, consultants, employees, and agents of the Contractor.
   c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:
      (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor; and
      (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
   d. The District may accept or reject legal counsel Contractor proposes to defend the District with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend the District at Contractor's expense against a Claim set forth in Section 5.a, *supra*, of this Exhibit C.
6. **INSURANCE.** Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
7. **CONFIDENTIALITY.** Contractor and Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of the District, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to the District notice(s) of the legal process," but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that the District may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify the District of this information.
9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon the District until the District's Governing Board has approved all the terms and conditions contained herein.
10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement

interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.

11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
12. **PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
13. **SAFETY AND SECURITY.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **ANTI-DISCRIMINATION.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all its subcontractor(s).
15. **FINGERPRINTING OF EMPLOYEES.** Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if required by law to do so. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of Contractor. Verification of compliance with this Section shall be provided in writing to the District prior to each individual's contact with any student.
16. **AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
17. **EVALUATION OF CONTRACTOR AND SUBORDINATES.** The District may evaluate Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
    a. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
    b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
18. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required

Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by the District.

19. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
20. **ASSIGNMENT AND SUCCESSORS.** Neither the District nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
22. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
23. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which the District's principal administrative office is located.
24. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
25. **EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
26. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both the District and Contractor.
27. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of the District and Contractor.
28. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
29. **AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
30. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

Return to Agenda

EXHIBIT D
to AGREEMENT FOR SERVICES

INSURANCE

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
   1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
   1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with the District the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
   1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	**$1,000,000**
General Aggregate	**$3,000,000**
Automobile Liability Insurance - Any Auto	
Each Occurrence	**$1,000,000**
General Aggregate	**$1,000,000**
Professional Liability	
Each Occurrence	**$1,000,000**
General Aggregate	**$3,000,000**
Workers Compensation	**Statutory Limits**
Employer's Liability	**$1,000,000**

2. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
   2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
   2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

Return to Agenda

2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the District.

2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.