

BUTTONWILLOW UNION SCHOOL DISTRICT
42600 Highway 58
Buttonwillow, CA 93206
Regular Board Meeting
Minutes

DATE: July 12, 2021
TIME: 6:00 PM
PLACE: Board Room, James D. Murphy Learning Center

1.0 Convene Open Session

- 1.1 Meeting will be called to order by Regina Houchin at 6:00 PM.
 - 1.2 Flag Salute will be led by: Maria DeLa Rosa.
 - 1.3 Board Member Attendance:
 - P Regina Houchin, Board President
 - P Richard Garcia, Board Clerk
 - P Marie Parsons, Board Trustee
 - A Megan Lucas, Board Trustee
 - P Maria DeLa Rosa, Board Trustee
- Administrative Attendance:
- P Stuart Packard, Superintendent
 - A Hiedi Witcher, Assistant Superintendent/Principal

2.0 Courtesy to Visitors

- 2.1 Members of the audience may address the Board regarding non-agenda items. Comments and presentations shall be limited to three (3) minutes per person per topic. A maximum of thirty (30) minutes shall be allocated to this agenda topic.

3.0 Consent Items

- 3.1 Approval of Minutes for Regular Board Meeting held on June 14, 2021. **Pg. 1-4**
- 3.2 Approval of Minutes for Special Board Meeting held on June 16, 2021. **Pg. 5**
- 3.3 Approve Bill Warrants for June 2021 in the amount of \$65,660.59 **Pg. 6-14**
- 3.4 Approve Payroll for June 2021 in the amount of \$210,434.41.
- 3.5 Approve the 2021-2022 Consolidated Application for Funding. **Pg. 15-16**
- 3.6 Personnel:
 - 3.6.1 Reassignment of Irma Chacon to Special Education Secretary.

Motion: Richard Garcia Second: Marie Parsons Ayes: 4 Noes: 0

4.0 Communications

- 4.1 Upcoming calendar events

5.0 Reports

- 5.1 Superintendent: Discuss teleconferencing sunsetting on September 30th, 2021. Carpeting of four classrooms. CDPH released guidelines that K-12 has to continue wearing masks whether vaccinated or not. Working to schedule vaccinations on campus, which is tentatively scheduled for July 29th and August 19th. Solar project requires wheelchair access kickplate to be installed facing Buttonwillow Drive. Paint colors for the solar project poles for the solar posts.
- 5.2 Assistant Superintendent/Principal: Not Present.
- 5.3 Maintenance and Operations: Floor waxing, lever for irrigation replaced with locking mechanism. Quotes for the painting of the ducts. Asphalt needs to be sealed on the

playground. Roofing needs to be considered to correct issues where the A/C units sit and where Parrish's room is. Need to develop a multiyear calendar to maintenance the school.

- 5.4 Trustees: Richard Garcia reads a thank you card from Dana Thompson. Marie Parsons asks about retention of eighth grader procedures. Mr. Packard explains the current procedures.

6.0 Discussion/Action

- 6.1 No items pulled from the Consent Agenda.
6.2 Governing board to consider approval of the County Level Educational Services for K-6 Students – KCSOS AGT# 22-0281. **Pg. 17-19**

Motion: Maria DeLa Rosa Second: Marie Parsons Ayes: 4 Noes: 0

- 6.3 Governing board to consider approval of the agreement between KCSOS and the Kern County SELPA – KCSOS AGT# 22-0320. **Pg. 20-24**

Motion: Marie Parsons Second: Maria DeLa Rosa Ayes: 4 Noes: 0

- 6.4 Governing board to consider approval of interdistrict transfer of 3rd grade student from Rio Bravo-Greeley School District. **Pg. 25**

Motion: Marie Parsons Second: Maria DeLa Rosa Ayes: 4 Noes: 0

- 6.5 Governing board to consider approval of the Vehicle Maintenance Agreement with Taft City School District. **Pg. 26-27**

Motion: Marie Parsons Second: Maria DeLa Rosa Ayes: 4 Noes: 0

- 6.6 Governing board to consider approval of the agreement between the California School Boards Association and Buttonwillow School District for the 2021-2022 school year. **Pg. 28-36**

Motion: Richard Garcia Second: Maria DeLa Rosa Ayes: 4 Noes: 0

- 6.7 Governing board to consider approval of interdistrict transfer of 7th and 2nd grade students to Lost Hills School District. **Pg. 37**

Motion: Richard Garcia Second: Maria DeLa Rosa Ayes: 4 Noes: 0

7.0 Closed Session

- 7.1 Discussion of salaries and benefits.
Closed session entered at: 6:58 PM Return to open session at: 7:43 PM.
No action taken in closed session.

8.0 Adjournment

After no further business, Regina Houchin will call the meeting to adjourn at: 7:44 PM.

The next regularly scheduled Board Meeting will be held on
August 9, 2021 at 6:00 PM.

42600 Highway 58, Buttonwillow, CA 93206.

For information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact the Superintendent at least two days before the meeting date.

Batch status: A All

From batch: 0001

To batch: 0001

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
000576/00	A T & T	134924710						
	PO-220045	07/01/2021	Inv#000016663083	1	01-0000-0-5500.00-0000-8100-000-00-000-0000	NN P	193.49	193.49
			TOTAL PAYMENT AMOUNT		193.49 *			193.49
000902/00	ACSA	941745199						
	PO-220004	07/01/2021	Membership for Witcher 2021	1	01-0000-0-5800.00-0000-7200-000-00-000-0000	NY P	1,146.45	1,146.45
			TOTAL PAYMENT AMOUNT		1,146.45 *			1,146.45
000007/00	B W IMPLEMENT	951798540						
	PO-220047	07/01/2021	Inv#256138 MOT Supplies	1	01-0000-0-4300.00-0000-8100-000-00-000-0000	NN P	5.59	5.59
			TOTAL PAYMENT AMOUNT		5.59 *			5.59
003709/00	DE LAGE LANDEN FINANCIAL SRVCS	381904500						
	PO-220015	07/01/2021	Inv#72895369 Copier Lease	1	01-0000-0-5800.00-0000-7200-000-00-000-0000	YY P	347.47	347.47
			TOTAL PAYMENT AMOUNT		347.47 *			347.47
			TOTAL USE TAX AMOUNT					25.19
003753/00	FRONTIER COMMUNICATIONS							
	PO-220052	07/01/2021	Phone Bill	1	01-0000-0-5800.00-0000-8100-000-00-000-0000	NN P	224.83	224.83
			TOTAL PAYMENT AMOUNT		224.83 *			224.83
003869/00	HOME DEPOT PRO							
	PO-220053	07/01/2021	Inv#622418648	1	01-0000-0-4300.00-0000-8100-000-00-000-0000	NN P	110.47	110.47
	PO-220053	07/01/2021	Inv#622602605	1	01-0000-0-4300.00-0000-8100-000-00-000-0000	NN P	296.34	296.34
			TOTAL PAYMENT AMOUNT		406.81 *			406.81
000086/00	INDEPENDENT FIRE AND SAFETY	770498741						
	PO-220023	07/01/2021	First Aid Inspection Inv#41	1	01-0000-0-5800.00-0000-8100-000-00-000-0000	NY P	117.28	117.28
	PO-220023	07/01/2021	DC /CO2 Service Inv#51589	1	01-0000-0-5800.00-0000-8100-000-00-000-0000	NY P	132.72	991.42
			TOTAL PAYMENT AMOUNT		1,108.70 *			1,108.70

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount		
000046/00	KERN TURF SUPPLIES	952471792	99 EFT						
	PO-220025	07/01/2021	Inv#475724 Circle Rotors	1	01-0000-0-4300.00-0000-8100-000-00-000-0000	NY	P	430.65	430.65
			TOTAL PAYMENT AMOUNT			430.65	*		430.65
000056/00	P G & E CO	940742640							
	PO-220054	07/01/2021	PG&E June Statement	1	01-0000-0-5500.00-0000-8100-000-00-000-0000	NN	P	10,462.00	10,462.00
			TOTAL PAYMENT AMOUNT			10,462.00	*		10,462.00
002021/00	PURCHASE POWER	841386389							
	PO-220028	07/01/2021	Postage	1	01-0000-0-5900.00-0000-8100-000-00-000-0000	YY	P	91.30	91.30
			TOTAL PAYMENT AMOUNT			91.30	*		91.30
			TOTAL USE TAX AMOUNT						6.62
			TOTAL FUND	CHECKS		13,986.64	**		13,986.64
			TOTAL FUND	EFT		430.65	**		430.65
			TOTAL FUND	PAYMENT		14,417.29	**		14,417.29
			TOTAL USE TAX AMOUNT						31.81

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
003587/00	WASCO ELEMENTARY SCHOOL	956003452						
PO-220057	07/01/2021	Inv#4030	1 13-5310-0-5800.00-0000-3700-000-00-000-0000	NN P	8,589.00	8,589.00		
			TOTAL PAYMENT AMOUNT		8,589.00 *	8,589.00		
			TOTAL FUND	PAYMENT	8,589.00 **	8,589.00		
			TOTAL BATCH CHECKS		22,575.64 ***	0.00	22,575.64	
			TOTAL BATCH EFT		430.65 ***	0.00	430.65	
			TOTAL BATCH PAYMENT		23,006.29 ***	0.00	23,006.29	
			TOTAL USE TAX AMOUNT				31.81	
			TOTAL DISTRICT CHECKS		22,575.64 ****	0.00	22,575.64	
			TOTAL DISTRICT EFT		430.65 ****	0.00	430.65	
			TOTAL DISTRICT PAYMENT		23,006.29 ****	0.00	23,006.29	
			TOTAL USE TAX AMOUNT				31.81	
			TOTAL FOR ALL DISTRICTS CHK:		22,575.64 ****	0.00	22,575.64	
			TOTAL FOR ALL DISTRICTS EFT:		430.65 ****	0.00	430.65	
			TOTAL FOR ALL DISTRICTS:		23,006.29 ****	0.00	23,006.29	
			TOTAL USE TAX AMOUNT				31.81	
Number of checks to be printed:		10, not counting voids due to stub overflows.					22,575.64	
Number of EFT generated:		1					430.65	

Batch status: A All

From batch: 0002

To batch: 0002

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		

003806/00	ALEXIS MALDONADO							
PV-220007	07/02/2021	Summer School Supplies Alexis Maldonado	01-1100-0-4300.00-1110-1000-000-03-810-0000	NN		53.67		
		TOTAL PAYMENT AMOUNT			53.67 *	53.67		
003764/00	CINTAS CORPORATION		99 EFT					
PO-220060	07/02/2021	June Statement	1 01-0000-0-5800.00-0000-8100-000-00-000-0000	NN P	2,631.60	2,631.60		
		TOTAL PAYMENT AMOUNT			2,631.60 *	2,631.60		
004113/00	Circle M Tire and Automotive	852215243						
PV-220001	07/02/2021	Inv#217379 2007 Chevy Van Smog	01-0000-0-5200.00-0000-7200-000-00-000-0000	NN		73.45		
PV-220001	07/02/2021	Inv#218004 1999 Chevy Silverado 1500	01-0000-0-5200.00-0000-7200-000-00-000-0000	NN		63.45		
PV-220001	07/02/2021	Inv#217839 2007 ChevySilverado 1500	01-0000-0-5200.00-0000-7200-000-00-000-0000	NN		63.45		
		TOTAL PAYMENT AMOUNT			200.35 *	200.35		
003675/00	County of Kern	000000000						
PV-220002	07/02/2021	Inv#IN452793 Cafeteria Inspections	01-0000-0-5800.00-0000-7200-000-00-000-0000	NN		460.00		
		TOTAL PAYMENT AMOUNT			460.00 *	460.00		
004112/00	Gateway Educaion Holdings LLC	843531648						
PV-220003	07/02/2021	Professional Development PO 220111	01-0000-0-4300.00-1110-1000-000-01-810-0000	NN		1,200.00		
PV-220003	07/02/2021	Science Curriculum PO 220111	01-1100-0-4300.00-1110-1000-000-00-000-0000	NN		20,781.90		
PV-220006	07/02/2021	Quote#:153656-4 Science Curriculum Materia	01-1100-0-4300.00-1110-1000-000-03-810-0000	NN		33,020.59		
		TOTAL PAYMENT AMOUNT			55,002.49 *	55,002.49		
003693/00	HUDEK'S PEST CONTROL	554540941						
PO-220022	07/02/2021	Gopher Control Jan-Jun	1 01-0000-0-5800.00-0000-8100-000-00-000-0000	NY P	1,200.00	1,200.00		
		TOTAL PAYMENT AMOUNT			1,200.00 *	1,200.00		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
000088/00	KERN COUNTY SUPT OF SCHOOLS	956000941						
PV-220004	07/02/2021	Inv#103428	01-0000-0-5800.00-1110-1000-000-04-820-0000	NN		200.00		
		Nursing Services						
		TOTAL PAYMENT AMOUNT			200.00 *			200.00
003831/00	MARANTHA GARDEN/LANDSCAPE, INC	460637617						
PO-220061	07/02/2021	Inv#44566	1 01-0000-0-5800.00-0000-8100-000-00-000-0000	NN P	80.00	80.00		
PO-220061	07/02/2021	Inv#44565	1 01-0000-0-5800.00-0000-8100-000-00-000-0000	NN P	2,250.00	2,250.00		
		TOTAL PAYMENT AMOUNT			2,330.00 *			2,330.00
003737/00	MJP TECHNOLOGIES, INC.	770413234						
PV-220008	07/02/2021	Inv#40043003	01-0000-0-5800.00-0000-7200-000-00-000-0000	NN		35.00		
		SSL Certificate						
		TOTAL PAYMENT AMOUNT			35.00 *			35.00
003478/00	TECHNICAL SMOKE TESTING	943474452						
PO-220039	07/02/2021	Bus Smog Testing	1 01-0000-0-5800.00-0000-8100-000-00-000-0000	N7 P	340.00	340.00		
		TOTAL PAYMENT AMOUNT			340.00 *			340.00
003160/00	TRAVEL CENTERS OF AMERICA	205701514						
PO-220042	07/02/2021	72.23 Gal	1 01-0000-0-4300.00-0000-3600-000-00-000-0000	YY P	287.41	287.41		
PO-220042	07/02/2021	67.0840 Gal	1 01-0000-0-4300.00-0000-3600-000-00-000-0000	YY P	266.93	266.93		
PO-220042	07/02/2021	67.4330 Gal	1 01-0000-0-4300.00-0000-3600-000-00-000-0000	YY P	272.36	272.36		
		TOTAL PAYMENT AMOUNT			826.70 *			826.70
		TOTAL USE TAX AMOUNT						59.94
		TOTAL FUND	CHECKS		60,648.21 **			60,648.21
		TOTAL FUND	EFT		2,631.60 **			2,631.60
		TOTAL FUND	PAYMENT		63,279.81 **			63,279.81
		TOTAL USE TAX AMOUNT						59.94

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		

003913/00	DEPT OF SOCIAL SERVICES							
PV-220005	07/02/2021	RO:04FACIL:153810004PIN:306	12-6105-0-5800.00-0000-8100-000-00-000-0000	NN				242.00
		Community Care Licensing F						
		TOTAL PAYMENT AMOUNT			242.00 *			242.00
		TOTAL FUND PAYMENT			242.00 **			242.00
		TOTAL BATCH CHECKS		60,890.21 ***	0.00			60,890.21
		TOTAL BATCH EFT		2,631.60 ***	0.00			2,631.60
		TOTAL BATCH PAYMENT		63,521.81 ***	0.00			63,521.81
		TOTAL USE TAX AMOUNT						59.94
		TOTAL DISTRICT CHECKS		60,890.21 ****	0.00			60,890.21
		TOTAL DISTRICT EFT		2,631.60 ****	0.00			2,631.60
		TOTAL DISTRICT PAYMENT		63,521.81 ****	0.00			63,521.81
		TOTAL USE TAX AMOUNT						59.94
		TOTAL FOR ALL DISTRICTS CHK:		60,890.21 ****	0.00			60,890.21
		TOTAL FOR ALL DISTRICTS EFT:		2,631.60 ****	0.00			2,631.60
		TOTAL FOR ALL DISTRICTS:		63,521.81 ****	0.00			63,521.81
		TOTAL USE TAX AMOUNT						59.94
Number of checks to be printed: 11, not counting voids due to stub overflows. 60,890.21								
Number of EFT generated: 1 2,631.60								

Batch status: A All

From batch: 0003

To batch: 0003

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
003581/00	U.S. BANK							
PV-220009	07/02/2021	Fuel	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		44.49		
PV-220009	07/02/2021	Vehicle Maintenance	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		123.13		
PV-220009	07/02/2021	Fuel	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		27.95		
PV-220009	07/02/2021	Fuel	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		49.85		
PV-220009	07/02/2021	Vehicle Maintenance	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		29.99		
PV-220009	07/02/2021	Fuel	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		65.95		
PV-220009	07/02/2021	Supplies	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		190.52		
PV-220009	07/02/2021	Supplies	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		35.09		
PV-220009	07/02/2021	Supplies	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		199.53		
PV-220009	07/02/2021	Fuel	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		23.58		
PV-220009	07/02/2021	Student Face Masks	01-7422-0-4300.00-1110-1000-000-00-000-0000	NN		202.44		
PV-220009	07/02/2021	Adobe	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		14.99		
PV-220009	07/02/2021	Supplies	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		70.86		
PV-220010	07/02/2021	Graduation Supplies	01-1100-0-4300.00-1110-1000-000-00-000-0000	NN		580.96		
PV-220010	07/02/2021	Staff Tech Supplies	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		490.16		
PV-220010	07/02/2021	Graduation Supplies	01-1100-0-4300.00-1110-1000-000-00-000-0000	NN		328.96		
PV-220010	07/02/2021	Zoom	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		44.97		
PV-220011	07/02/2021	MOT Supplies	01-0000-0-4300.00-0000-8100-000-00-000-0000	NN		218.05		
PV-220011	07/02/2021	MOT Supplies	01-0000-0-4300.00-0000-8100-000-00-000-0000	NN		73.45		
PV-220011	07/02/2021	MOT Supplies	01-0000-0-4300.00-0000-8100-000-00-000-0000	NN		130.27		
PV-220012	07/02/2021	Water	01-7422-0-4300.00-1110-1000-000-00-000-0000	NN		800.00		
PV-220012	07/02/2021	Water	01-7422-0-4300.00-1110-1000-000-00-000-0000	NN		230.58		
PV-220012	07/02/2021	Clearinghouse Registration MOT - California Requireme	01-0000-0-4300.00-0000-8100-000-00-000-0000	NN		12.50		
PV-220012	07/02/2021	Office Supplies	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		20.35		
PV-220012	07/02/2021	Student Yearbooks	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		1,548.85		
PV-220012	07/02/2021	Tent for Student Lunch	01-7422-0-5800.00-1110-1000-000-00-000-0000	NN		1,551.00		
PV-220012	07/02/2021	Vehicle Maintenance	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		19.99		
PV-220013	07/02/2021	Supplies	01-0002-0-4300.00-1110-1000-000-00-000-0000	NN		75.77		
PV-220013	07/02/2021	Supplies	01-0002-0-4300.00-1110-1000-000-00-000-0000	NN		300.73		
PV-220013	07/02/2021	Supplies	01-0002-0-4300.00-1110-1000-000-00-000-0000	NN		300.94		
PV-220013	07/02/2021	Supplies	01-0002-0-4300.00-1110-1000-000-00-000-0000	NN		315.61		
PV-220014	07/02/2021	PBIS	01-0000-0-4300.00-1110-1000-000-02-820-0000	NN		38.05		
PV-220014	07/02/2021	PBIS	01-0000-0-4300.00-1110-1000-000-02-820-0000	NN		13.48		
PV-220014	07/02/2021	PBIS	01-0000-0-4300.00-1110-1000-000-02-820-0000	NN		18.21		
PV-220014	07/02/2021	Sch Psych Professional Deve	01-0000-0-4300.00-1110-1000-000-01-810-0000	NN		500.00		
TOTAL PAYMENT AMOUNT						8,691.25 *	8,691.25	
TOTAL FUND PAYMENT						8,691.25 **	8,691.25	
TOTAL BATCH PAYMENT						8,691.25 ***	0.00	8,691.25
TOTAL DISTRICT PAYMENT						8,691.25 ****	0.00	8,691.25
TOTAL FOR ALL DISTRICTS:						8,691.25 ****	0.00	8,691.25
Number of checks to be printed:						1, not counting voids due to stub overflows.	8,691.25	

Batch status: A All

From batch: 0000

To batch: 9999

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	BE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
003756/00	APPTGY	821382684	99 EFT					
	PO-220011	07/13/2021	INV-05767 Thrillshare Annu	1 01-0000-0-5800.00-1110-1000-000-01-830-0000	YY P	3,638.00		3,638.00
			TOTAL PAYMENT AMOUNT			3,638.00 *		3,638.00
			TOTAL USE TAX AMOUNT					263.76
004002/00	Aeries Software Inc.	330427993						
	PV-220016	07/13/2021	SIS-0088 Student Info Syste	01-0000-0-5800.00-0000-7200-000-00-000-0000	NN			11,250.00
			Student Information System					
			TOTAL PAYMENT AMOUNT			11,250.00 *		11,250.00
000153/00	BAKERSFIELD CALIFORNIAN, THE	951459901	99 EFT					
	PV-220020	07/13/2021	062189012	01-0000-0-5800.00-0000-7200-000-00-000-0000	NN			160.64
			Notice of Public Hearing					
			TOTAL PAYMENT AMOUNT			160.64 *		160.64
003798/00	BAKERSFIELD FLOOR COVERING, IN	770492890	99 EFT					
	PV-220017	07/13/2021	8216 - Carpeting	01-0000-0-5800.00-0000-8100-000-00-000-0000	NY			18,975.00
			Carpeting in Classrooms					
			TOTAL PAYMENT AMOUNT			18,975.00 *		18,975.00
000018/00	BUTTONWILLOW CNTY WATER DIST	953684236						
	PO-220048	07/13/2021	162 Dunford	1 01-0000-0-5500.00-0000-8100-000-00-000-0000	NN P	2,498.54		2,498.54
	PO-220048	07/13/2021	164 Dunford	1 01-0000-0-5500.00-0000-8100-000-00-000-0000	NN P	1,464.64		1,464.64
	PO-220048	07/13/2021	166 Dunford	1 01-0000-0-5500.00-0000-8100-000-00-000-0000	NN P	1,469.16		1,469.16
			TOTAL PAYMENT AMOUNT			5,432.34 *		5,432.34
003510/00	CDT INC.	954289776						
	PO-220010	07/13/2021	DOT Drug / Alcohol Test-496	1 01-0000-0-5800.00-0000-7200-000-00-000-0000	NY P	111.00		111.00
			TOTAL PAYMENT AMOUNT			111.00 *		111.00
003815/00	CENTRAL CALIFORNIA POWER	770074826	99 EFT					
	PV-220024	07/13/2021	Diff House Leaking Inv.#116	01-0000-0-6400.00-0000-8100-000-00-000-0000	NN			12,017.07
			Bus Maintenance					
			TOTAL PAYMENT AMOUNT			12,017.07 *		12,017.07

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
003764/00	CINTAS CORPORATION		99 EFT					
PO-220060	07/13/2021	July Services	1 01-0000-0-5800.00-0000-8100-000-00-000-0000	NN P	2,698.13	2,698.13		
			TOTAL PAYMENT AMOUNT		2,698.13 *	2,698.13		
003659/00	Crisis Prevention Institute	392012874	99 EFT					
PV-220026	07/13/2021	Wendy Membership Fee IUS0198577	01-0000-0-5800.00-0000-7200-000-00-000-0000	YY		150.00		
			TOTAL PAYMENT AMOUNT		150.00 *	150.00		
			TOTAL USE TAX AMOUNT			10.88		
000149/00	DEMAND PEST CONTROL	564179616						
PO-220050	07/13/2021	Pest Abatement	1 01-0000-0-5500.00-0000-8100-000-00-000-0000	NY P	150.00	150.00		
			TOTAL PAYMENT AMOUNT		150.00 *	150.00		
003362/00	GENERAL OFFICE MACHINE CO	770517930	22 Deposit to checking xxxxx504-4 xxxxxxxx1121					
PO-220059	07/13/2021	Inv17241 Color Copies	1 01-1100-0-4300.00-1110-1000-000-00-000-0000	NN P	298.41	298.41		
			TOTAL PAYMENT AMOUNT		298.41 *	298.41		
003869/00	HOME DEPOT PRO							
PO-220053	07/13/2021	Inv#625328224 MOT Supplies	1 01-0000-0-4300.00-0000-8100-000-00-000-0000	NN P	61.90	61.90		
			TOTAL PAYMENT AMOUNT		61.90 *	61.90		
000041/00	JEFFRIES BROS INC	770135945						
PV-220018	07/13/2021	Fuel	01-0000-0-4300.00-0000-8100-000-00-000-0000	NN		643.45		
			TOTAL PAYMENT AMOUNT		643.45 *	643.45		
000088/00	KERN COUNTY SUPT OF SCHOOLS	956000941						
PV-220021	07/13/2021	Inv#103498 - Nursing Serv	01-0000-0-5800.00-1110-1000-000-04-820-0000	NN		431.36		
PV-220022	07/13/2021	Inv#103514 Sxl Hrsmt Trning RequiredTraining	01-0000-0-5800.00-0000-7200-000-00-000-0000	NN		100.00		
			TOTAL PAYMENT AMOUNT		531.36 *	531.36		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount		

003919/00	Linger, Peterson, and Shrum								
	PV-220019	07/13/2021	Inv# 20302 Auditor Services	01-0000-0-5800.00-0000-7100-000-00-000-0000	NN				4,710.00
			TOTAL PAYMENT AMOUNT	4,710.00 *					4,710.00
003148/00	MEDICAL BILLING TECH INC	752971865							
	PO-220026	07/13/2021	Inv#AR-32826 Annual Fee	1 01-0000-0-5800.00-0000-7200-000-00-000-0000	NY P	2,160.00			2,160.00
			TOTAL PAYMENT AMOUNT	2,160.00 *					2,160.00
003737/00	MJP TECHNOLOGIES, INC.	770413234							
	PV-220015	07/13/2021	Invoice #40043196 Tech Serv	01-7422-0-5800.00-0000-7700-000-00-000-0000	NN				2,298.75
			Technology Services						2,298.75
			TOTAL PAYMENT AMOUNT	2,298.75 *					2,298.75
003279/00	NAPA AUTO PARTS	553977076	99 EFT						
	PV-220023	07/13/2021	Acct# 819 MOT SUPPLIES	01-0000-0-4300.00-0000-8100-000-00-000-0000	NN				128.09
			MOT Supplies						128.09
			TOTAL PAYMENT AMOUNT	128.09 *					128.09
002021/00	PURCHASE POWER	841386389							
	PO-220028	07/13/2021	Postage	1 01-0000-0-5900.00-0000-8100-000-00-000-0000	YY P	325.33			325.33
			TOTAL PAYMENT AMOUNT	325.33 *					325.33
			TOTAL USE TAX AMOUNT						23.59
003389/00	READY REFRESH	943027237	99 EFT						
	PO-220055	07/13/2021	BWRC Water	1 01-0002-0-4300.00-8100-5000-000-00-000-0000	NN P	39.92			39.92
			TOTAL PAYMENT AMOUNT	39.92 *					39.92
002128/00	SIERRA SCHOOL EQUIPMENT CO	953159131							
	PV-220025	07/13/2021	Order#105539 Chair Dolly	01-0000-0-6400.00-0000-8100-000-00-000-0000	NY				1,833.98
			TOTAL PAYMENT AMOUNT	1,833.98 *					1,833.98

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	PD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	

003790/00	SPECTRUM ENTERPRISE							
PO-220056	07/13/2021	Inv#099910101070121	Interne 1	01-0000-0-5900.00-0000-8100-000-00-000-0000	NN P	556.11	556.11	
					TOTAL PAYMENT AMOUNT	556.11 *	556.11	
000905/00	TEL-TEC SECURITY SYSTEMS INC 953695338 99 EFT							
PO-220040	07/13/2021	Inv#744679	July Service	1 01-0000-0-5800.00-0000-8100-000-00-000-0000	NY P	188.00	188.00	
					TOTAL PAYMENT AMOUNT	188.00 *	188.00	
000581/00	WESTSIDE WASTE MANAGEMENT CO 942528533 22 Deposit to checking xxxxx149-5 xxxxx2731							
PO-220044	07/13/2021	9951 - 400 MC KITTRICK HWY	1	01-0000-0-5500.00-0000-8100-000-00-000-0000	NY P	493.80	493.80	
PO-220044	07/13/2021	Inv#10233 Cafeteria Trash	1	01-0000-0-5500.00-0000-8100-000-00-000-0000	NY P	218.13	218.13	
PO-220044	07/13/2021	Inv#10234 - Recycle	1	01-0000-0-5500.00-0000-8100-000-00-000-0000	NY P	112.12	112.12	
					TOTAL PAYMENT AMOUNT	824.05 *	824.05	
					TOTAL FUND	CHECKS	31,186.68 **	31,186.68
					TOTAL FUND	EFT	37,994.85 **	37,994.85
					TOTAL FUND	PAYMENT	69,181.53 **	69,181.53
					TOTAL USE TAX AMOUNT		298.23	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount		

003761/00	CRYSTAL CREAMERY								
PO-220058	07/13/2021	Milk	1 13-5310-0-4300.00-0000-3700-000-00-000-0000	NN P	1,350.14	1,350.14			
			TOTAL PAYMENT AMOUNT		1,350.14 *	1,350.14			
			TOTAL FUND	PAYMENT	1,350.14 **	1,350.14			
			TOTAL BATCH CHECKS		32,536.82 ***	0.00	32,536.82		
			TOTAL BATCH EFT		37,994.85 ***	0.00	37,994.85		
			TOTAL BATCH PAYMENT		70,531.67 ***	0.00	70,531.67		
			TOTAL USE TAX AMOUNT				298.23		
			TOTAL DISTRICT CHECKS		32,536.82 ****	0.00	32,536.82		
			TOTAL DISTRICT EFT		37,994.85 ****	0.00	37,994.85		
			TOTAL DISTRICT PAYMENT		70,531.67 ****	0.00	70,531.67		
			TOTAL USE TAX AMOUNT				298.23		
			TOTAL FOR ALL DISTRICTS CHK:		32,536.82 ****	0.00	32,536.82		
			TOTAL FOR ALL DISTRICTS EFT:		37,994.85 ****	0.00	37,994.85		
			TOTAL FOR ALL DISTRICTS:		70,531.67 ****	0.00	70,531.67		
			TOTAL USE TAX AMOUNT				298.23		
Number of checks to be printed:	14,	not counting voids due to stub overflows.						31,414.36	
Number of ACH generated:	2							1,122.46	
Number of EFT generated:	9							37,994.85	

Batch status: A All

From batch: 0005

To batch: 0005

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount		
003581/00	U.S. BANK								
PV-220027	07/14/2021	Fuel	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		56.20			
PV-220027	07/14/2021	Vehicle Maintenance	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		29.99			
PV-220027	07/14/2021	Fuel	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		8.63			
PV-220027	07/14/2021	Fuel	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		66.79			
PV-220027	07/14/2021	Fuel	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		71.93			
PV-220027	07/14/2021	Adobe	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		14.99			
PV-220027	07/14/2021	PBIS Rewards	01-0000-0-4300.00-1110-1000-000-02-820-0000	NN		460.63			
PV-220027	07/14/2021	PBIS Rewards	01-0000-0-4300.00-1110-1000-000-02-820-0000	NN		74.92			
PV-220028	07/14/2021	Supplies	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		30.91			
PV-220028	07/14/2021	Zoom	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		44.97			
PV-220028	07/14/2021	Math Supports	01-1100-0-4300.00-1110-1000-000-00-000-0000	NN		504.08			
PV-220029	07/14/2021	MOT Supplies	01-0000-0-4300.00-0000-8100-000-00-000-0000	NN		444.18			
PV-220030	07/14/2021	Graduation Supplies	01-1100-0-4300.00-1110-1000-000-00-000-0000	NN		158.40			
PV-220030	07/14/2021	Office Supplies	01-0000-0-4300.00-0000-7200-000-00-000-0000	NN		65.17			
PV-220030	07/14/2021	Postage	01-1100-0-4300.00-1110-1000-000-00-000-0000	NN		34.06			
PV-220030	07/14/2021	Postage	01-1100-0-4300.00-1110-1000-000-00-000-0000	NN		28.19			
PV-220030	07/14/2021	Postage	01-1100-0-4300.00-1110-1000-000-00-000-0000	NN		28.51			
PV-220030	07/14/2021	Vehicle Maintenance	01-0000-0-4300.00-0000-7200-000-00-000-7230	NN		19.99			
PV-220031	07/14/2021	Office Supplies	01-0002-0-4300.00-8100-5000-000-00-000-0000	NN		127.69			
PV-220031	07/14/2021	Office Supplies	01-0002-0-4300.00-8100-5000-000-00-000-0000	NN		190.26			
TOTAL PAYMENT AMOUNT					2,460.49 *		2,460.49		
TOTAL FUND PAYMENT					2,460.49 **		2,460.49		
TOTAL BATCH PAYMENT					2,460.49 ***	0.00	2,460.49		
TOTAL DISTRICT PAYMENT					2,460.49 ****	0.00	2,460.49		
TOTAL FOR ALL DISTRICTS:					2,460.49 ****	0.00	2,460.49		
Number of checks to be printed: 1, not counting voids due to stub overflows.							2,460.49		

Batch status: A All

From batch: 0000

To batch: 9999

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount				
000902/00	ACSA	941745199								
	PO-220004	07/19/2021	Packard Membership	1	01-0000-0-5800.00-0000-7200-000-00-000-0000	NY	P	1,551.59	1,551.59	
			TOTAL PAYMENT AMOUNT					1,551.59 *	1,551.59	
002025/00	CALIFORNIA SCHOOL BOARDS ASSN	941510492								
	PO-220009	07/19/2021	INV-55258-X4P5Q6 CSBA Membe	1	01-0000-0-5800.00-0000-7200-000-00-000-0000	NY	P	4,549.00	4,549.00	
	PO-220009	07/19/2021	INV-56308-N1W6Q3 Subscripti	1	01-0000-0-5800.00-0000-7200-000-00-000-0000	NY	P	3,330.00	3,330.00	
			TOTAL PAYMENT AMOUNT					7,879.00 *	7,879.00	
003753/00	FRONTIER COMMUNICATIONS									
	PO-220052	07/19/2021	Phone Bill	1	01-0000-0-5800.00-0000-8100-000-00-000-0000	NN	P	70.99	70.99	
			TOTAL PAYMENT AMOUNT					70.99 *	70.99	
003386/00	H & A PLUMBING INC	134260071								
	PV-220033	07/19/2021	Inv#34868 Plumbing Servs.	01	0000-0-5800.00-0000-8100-000-00-000-0000	NY			215.00	
			TOTAL PAYMENT AMOUNT						215.00 *	
003795/00	INFINITY COMMUNICATIONS, INC.	820573429								
	PV-220032	07/19/2021	ERate Services Cons. Fee Ca	01	0000-0-5800.00-0000-7200-000-00-000-0000	NN			212.50	
			Inv#12317							
			TOTAL PAYMENT AMOUNT						212.50 *	
003737/00	MJP TECHNOLOGIES, INC.	770413234								
	PV-220037	07/20/2021	Chromebook Serv and Sanitiz	01	7422-0-5800.00-0000-7700-000-00-000-0000	NN			4,393.50	
			40043381							
			TOTAL PAYMENT AMOUNT						4,393.50 *	
003786/00	NEXT GEN MATH, LLC	813229766								
	PO-220027	07/19/2021	Quote 1651 Math Subscriptio	1	01-3010-0-5800.00-1110-1000-000-00-000-0000	NY	P	7,000.00	7,500.00	
			TOTAL PAYMENT AMOUNT					7,500.00 *	7,500.00	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		

003599/00	RIO BRAVO GREELEY SCHOOL							
PV-220035	07/19/2021	Inv#210009 SPA - Sped Servi	01-6500-0-5800.00-5001-1000-000-0000	NN		24,490.00		
		Special Education Services						
		TOTAL PAYMENT AMOUNT		24,490.00 *		24,490.00		
003844/00	TOTAL COMPENSATION SYS, INC.	954171306						
PV-220034	07/19/2021	Inv#9504 Full GASB 75 1st I	01-0000-0-5800.00-0000-7100-000-0000	NY		1,350.00		
		TOTAL PAYMENT AMOUNT		1,350.00 *		1,350.00		
003849/00	WELLS FARGO FINANCIAL LEASING	421074725						
PO-220043	07/19/2021	Inv#5015950141 Copier Lease 1	01-0000-0-5800.00-0000-7200-000-0000	YY P		848.34		848.34
		TOTAL PAYMENT AMOUNT		848.34 *		848.34		
		TOTAL USE TAX AMOUNT				61.50		
		TOTAL FUND PAYMENT		48,510.92 **		48,510.92		
		TOTAL USE TAX AMOUNT				61.50		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
003939/00	Famand Inc	DBA SiteLogIQ	680262819					
PV-220036	07/20/2021	0001342-2 Progrs	Paymnt Sol	40-0000-0-6200.00-0000-8500-000-000-0000	NN			55,465.00
		TOTAL PAYMENT AMOUNT		55,465.00 *				55,465.00
		TOTAL FUND	PAYMENT	55,465.00 **				55,465.00
		TOTAL BATCH PAYMENT		103,975.92 ***	0.00			103,975.92
		TOTAL USE TAX AMOUNT						61.50
		TOTAL DISTRICT PAYMENT		103,975.92 ****	0.00			103,975.92
		TOTAL USE TAX AMOUNT						61.50
		TOTAL FOR ALL DISTRICTS:		103,975.92 ****	0.00			103,975.92
		TOTAL USE TAX AMOUNT						61.50
Number of checks to be printed:		11, not counting voids due to stub overflows.						103,975.92

Batch status: A All

From batch: 0000

To batch: 9999

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount			

003937/00	Asbestos Services Incorporated	770141104							
PV-220044	07/28/2021	Inv#2021182-IN Asbestos Abatement	01-3212-0-6200.00-0000-8500-000-00-000-0025	NN		8,900.00			
		TOTAL PAYMENT AMOUNT		8,900.00 *		8,900.00			
003711/00	CORVUS INDUSTRIES								
PV-220039	07/28/2021	Inv#16821 Gym Inspection Project#21-34255-21-34260	01-0000-0-5800.00-0000-8100-000-00-000-0000	NN		65.00			
		TOTAL PAYMENT AMOUNT		65.00 *		65.00			
003362/00	GENERAL OFFICE MACHINE CO	770517930	22 Deposit to checking xxxxx504-4 xxxxxxxx1121						
PO-220059	07/28/2021	Inv#17126 Office Printer	1 01-1100-0-4300.00-1110-1000-000-00-000-0000	NN P	267.05	267.05			
PO-220059	07/28/2021	Inv#16961 Maintenance Agmt	2 01-0000-0-5800.00-0000-7200-000-00-000-0000	NN P	2,831.40	2,831.40			
		TOTAL PAYMENT AMOUNT		3,098.45 *		3,098.45			
003883/00	KAJEET INC	200335621							
PO-220031	07/28/2021	50 Device Renew 12 Mo. Veri 1	01-7422-0-5800.00-0000-7700-000-00-000-0000	YY P	12,491.75	12,491.75			
		TOTAL PAYMENT AMOUNT		12,491.75 *		12,491.75			
		TOTAL USE TAX AMOUNT				905.65			
003831/00	MARANTHA GARDEN/LANDSCAPE, INC	460637617							
PO-220061	07/28/2021	Inv#44713 August Service	1 01-0000-0-5800.00-0000-8100-000-00-000-0000	NN P	2,250.00	2,250.00			
PO-220061	07/28/2021	August Maint. Park Lot Turf	1 01-0000-0-5800.00-0000-8100-000-00-000-0000	NN P	80.00	80.00			
		TOTAL PAYMENT AMOUNT		2,330.00 *		2,330.00			
003737/00	MJP TECHNOLOGIES, INC.	770413234							
PV-220040	07/28/2021	Annual Fortinet Subs INV#40043425	01-7422-0-5800.00-0000-7700-000-00-000-0000	NN		7,000.00			
PV-220040	07/28/2021	Computer Monitors Inv#40043468	01-7422-0-4300.00-1110-1000-000-00-000-0000	NN		285.68			
		TOTAL PAYMENT AMOUNT		7,285.68 *		7,285.68			

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
000056/00	P G & E CO	940742640						
PO-220054	07/28/2021	PG&E July Statement	1 01-0000-0-5500.00-0000-8100-000-00-000-0000	NN P	12,474.39	12,474.39		
		TOTAL PAYMENT AMOUNT			12,474.39 *	12,474.39		
003649/00	QUALITY LOCK, INC.	320219658						
PV-220041	07/28/2021	Inv#18209 Classrm Lock Repa	01-0000-0-5800.00-0000-8100-000-00-000-0000	NY		135.00		
PV-220041	07/28/2021	Inv#18221 Replacement of Lo	01-0000-0-5800.00-0000-8100-000-00-000-0000	NY		591.61		
		TOTAL PAYMENT AMOUNT			726.61 *	726.61		
003805/00	ROSEDALE UNION SCHOOL DISTRICT							
PV-220043	07/28/2021	Inv#8101 Bus Training	01-0000-0-5800.00-0000-8100-000-00-000-0000	NN		270.00		
		TOTAL PAYMENT AMOUNT			270.00 *	270.00		
003827/00	STEMTaught	466550300						
PV-220042	07/28/2021	K-5 Curriculum and Fees	01-1100-0-4300.00-1110-1000-000-00-000-0000	NY		14,784.19		
		Science Curriculum						
		TOTAL PAYMENT AMOUNT			14,784.19 *	14,784.19		
		TOTAL FUND PAYMENT			62,426.07 **	62,426.07		
		TOTAL USE TAX AMOUNT				905.65		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
003869/00	HOME DEPOT PRO							
PV-220038	07/28/2021	Inv#621019389 AutoScrubber for Cafeteria	13-5310-0-4300.00-0000-3700-000-00-000-0000	NN				4,028.79
		TOTAL PAYMENT AMOUNT			4,028.79 *			4,028.79
		TOTAL FUND PAYMENT			4,028.79 **			4,028.79
		TOTAL BATCH PAYMENT			66,454.86 ***	0.00		66,454.86
		TOTAL USE TAX AMOUNT						905.65
		TOTAL DISTRICT PAYMENT			66,454.86 ****	0.00		66,454.86
		TOTAL USE TAX AMOUNT						905.65
		TOTAL FOR ALL DISTRICTS:			66,454.86 ****	0.00		66,454.86
		TOTAL USE TAX AMOUNT						905.65
Number of checks to be printed:		10, not counting voids due to stub overflows.						63,356.41
Number of ACH generated:		1						3,098.45

Batch status: A All

From batch: 0000

To batch: 9999

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
004004/00	KIDS, Inc	311204729						
PV-220045	07/30/2021	PO 210100 - Wendy Gutierrez	01-0000-0-5800.00-0000-7200-000-00-000-0000	NN				5,500.00
		TOTAL PAYMENT AMOUNT			5,500.00 *			5,500.00
		TOTAL FUND	PAYMENT		5,500.00 **			5,500.00
		TOTAL BATCH PAYMENT			5,500.00 ***	0.00		5,500.00
		TOTAL DISTRICT PAYMENT			5,500.00 ****	0.00		5,500.00
		TOTAL FOR ALL DISTRICTS:			5,500.00 ****	0.00		5,500.00
Number of checks to be printed: 1, not counting voids due to stub overflows.								5,500.00

Buttonwillow Union School District

Board Policy

Civility

BP 1313

Community Relations

The district is committed to maintaining orderly educational and administrative processes, to keeping schools and administrative offices free from disruptions, and preventing unauthorized persons from entering school/district grounds. Members of Santa Barbara Unified School District's staff will treat parents, each other, and other members of the public with respect and expect the same in return.

(cf. 4119.21/4219.21/4319.21 Professional Standards)

(cf. 9006 Code of Ethics for School Board Members)

The Governing Board believes all employees should have the opportunity to carry out their duties and interactions with the public in a professional manner, and that employees should not be subjected to abusive behavior. This policy promotes mutual respect, civility and orderly conduct among district employees, parents and the public, and is not intended to deprive any person of his or her right to freedom of expression, but only to maintain a safe, harassment-free workplace for students and staff. In the interest of presenting district employees as positive role models to the children of the district, as well as the community, the district encourages positive communication and discourages volatile, hostile or aggressive actions. The district seeks public cooperation with this policy.

1. Abusive behavior is defined as the use of obscenities, yelling, or defamatory language, the use of any threatening words or phrases, or the use of any threatening behavior to intimidate or otherwise berate employees.
2. District employees shall remind, in a quiet and civil manner, any individual who exhibits abusive behavior such as disrupting or threatening to disrupt school/office operations; who threatens the health and safety of students or staff, willfully causes property damage, uses loud and/or offensive language which could provoke a violent or negative reaction, or who has otherwise established a continued pattern of unauthorized entry on school property, that they may not exhibit such behavior.
3. If the individual does not conform or correct his or her behavior, the district employee shall notify the abusing party that the meeting, conference, or telephone conversation is terminated. If the meeting or conference is on district premises, the offending person may be directed to leave promptly. If an individual refuses to leave upon request, or returns before the applicable period of time, the Superintendent or designee may notify law enforcement officials.

If he or she reenters any district facility within 30 days after being directed to leave, or within seven days if the person is a parent/guardian of a student attending that school, the employee may inform the person that he or she may be guilty of a misdemeanor in accordance with California Education Code 44811 and Penal Codes 403 - 420 and 626.7.

4. When violence is directed against an employee or a theft of property occurs, employees shall promptly report the occurrence to their principal or supervisor, and notify law enforcement officers of any attack, assault or threat made against them on school/district premises or at school or district-sponsored activities.
5. The employees' supervisor shall consult with the Superintendent or designee concerning what additional legal remedies may be warranted to protect the employee on the basis of the specific facts and circumstances of the disruptive incident.

(cf. 4157/4257/4357 – Employee Safety)

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

(cf. 5131.4 – Student Disturbances)

(cf. 9323 – Meeting Conduct)

6. When it is determined by staff that a member of the public is in the process of violating the provisions of the policy, an effort should be made by staff to provide the offending person with a written copy of this policy, including applicable code provisions, at the time of the occurrence. The employee will immediately notify his or her supervisor and provide a written report of the incident as requested.
7. Information in this policy shall be posted and may be disseminated to all staff and parents/guardians through newsletters, School Accountability Reports, district mailings, or other appropriate means.

Legal Reference:

EDUCATION CODE:

32210 Willful disturbance of public school or meeting; offense

32211 Threatened disruption or interference with classes; offense

44014 Report of assaults or threats by pupil against a school employee; offense; fines

44810 Willful interference with classroom conduct

44811 Disruption of classwork or extracurricular activities or involves substantial disorder; punishment; exemptions

PENAL CODE

71	<i>Threats against public officers or employees of any public or private educational institution or any other public officer or employee</i>
240	<i>Definition of assault</i>
241.2	<i>Assault on school or park property against any person</i>
241.3	<i>Assault against school bus drivers</i>
241.6	<i>Assault on a school employee includes board member</i>
243	<i>Definition of battery</i>
243.2	<i>Battery on school or park property against any person</i>
243.5	<i>Assault or battery on school grounds; arrest on school grounds</i>
243.6	<i>Battery against any person includes board member</i>
403-420	<i>Crimes against public peace, especially:</i>
415.5	<i>Fighting on school grounds</i>
626.8	<i>Entry of school by person not on lawful business</i>
627.7	<i>Refusal to leave school grounds</i>

Buttonwillow Union School District

Board Policy

Drug and Alcohol Testing for School Bus Drivers

BP 4112.42, 4212.42, 4312.42

Personnel

Note: State and federal law (Vehicle Code 34520; 49 CFR 382.101-382.605) require that any district employing school bus drivers establish a drug and alcohol testing program, with specified components, applicable to bus drivers and any other drivers of a commercial motor vehicle weighing over 26,000 pounds or designed to transport 16 or more passengers including the driver. All testing must be conducted in accordance with 49 CFR 40.1-40.413. For further information, see the web sites of the U.S. Department of Transportation (DOT) and the California Highway Patrol (CHP).

Note: In addition, Vehicle Code 34520.3 requires drivers of school transportation vehicles (i.e., vehicles that are not school buses, student activity buses, or youth buses and are used by the district for the primary purpose of transporting children), such as a van, to participate in the testing program to the same extent as required by law for school bus drivers. The Legislative Counsel has issued an opinion that Vehicle Code 34520.3 applies only to employees whose primary job is transportation. The district should consult legal counsel as necessary to determine applicability of this law to district employees.

Note: The district's drug and alcohol testing program is subject to compliance inspections conducted by the CHP. It is recommended that the district review the CHP's Controlled Substances and Alcohol Testing Compliance Checklist to assess whether its program fulfills legal requirements.

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

A driver shall not report for duty or remain on duty when he/she has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when he/she has used any drug listed in 21 CFR 1308.12-1308.15, unless he/she is using the drug under the direction of a physician who has advised him/her that the substance will not adversely affect the driver's ability to safely operate a bus. In addition, a driver shall not consume alcohol while on duty or for four hours prior to on-duty time. (49 CFR 382.201-382.209, 382.213)

Note: 49 USC 31306 and 49 CFR 382.301-382.311 require that certain types of tests be part of the district's drug and alcohol testing program. See the accompanying administrative regulation for requirements applicable to each test.

Note: Pursuant to 49 CFR 382.301, the district may, but is not required to, conduct pre-employment alcohol testing. The following paragraph should be revised by districts that choose to conduct such testing.

The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

Note: Pursuant to 49 CFR 40.11, districts are responsible for implementing the drug and alcohol testing program. They may do this using their own employees, contracting for services, or joining together in a consortium with other employers. The following optional paragraph provides that the district will contract for such services and may be revised by districts that use alternative methods.

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

Consequences Based on Test Results

Any driver who refuses to take a required drug or alcohol test, tests positive for drugs, or is found to have a blood alcohol concentration level that exceeds the levels specified in law shall be

removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211.

Note: Pursuant to 49 CFR 40.21 and 382.119, before temporarily removing a driver from safety-sensitive functions, the district must receive verification of the test results from a licensed physician certified as a medical review officer, unless a waiver of this requirement has been obtained from the Federal Motor Carrier Safety Administration.

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. (49 CFR 40.21, 382.107, 382.119)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

Note: Pursuant to Vehicle Code 13376, upon receiving a report of a driver's refusal, failure to comply, or positive test result, the California Department of Motor Vehicles will revoke the driver certificate or refuse to approve an initial application for a certificate. An exception exists for a driver who complies with a rehabilitation or return-to-duty program that meets the requirements of federal regulations. For purposes of retaining his/her certificate, the driver may participate in such a program only once within a three-year period.

Note: The following paragraph is optional. Pursuant to 49 CFR 40.289, the district is not required to provide education and treatment services to any driver. However, if the district offers the driver an opportunity to return to work following a violation, then it must ensure that the driver receives an evaluation by a qualified substance abuse professional and successfully complies with the evaluation recommendations. Responsibility for payment for evaluation and services is to be determined by the district and driver and may be governed by a collective bargaining agreement and health care benefits.

Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. If the substance abuse professional recommends that ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor his/her compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

(cf. 4159/4259/4359 - Employee Assistance Programs)

(cf. 4161/4261/4361 - Leaves)

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

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

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

(cf. 4261.1 - Personal Illness/Injury Leave)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

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

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

Voluntary Self-Identification

Note: The following section is for use by districts that choose to establish a voluntary self-identification policy or program, pursuant to 49 CFR 382.121, which relieves drivers who admit alcohol or drug misuse from the federal requirements for referral, evaluation, and treatment contained in 49 CFR 40.281-40.313. If the district chooses to establish such a program, it is mandated to adopt a written policy containing the provisions specified in items #1-3 below. Pursuant to 49 CFR 382.121, the district's program may also include employee monitoring and non-DOT follow-up testing. If the district chooses to incorporate these elements, it should add them to this list.

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.

2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over his/her drug or alcohol problem.

3. The driver shall be permitted to participate in safety-sensitive functions only after:

a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor

b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that he/she does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until he/she has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

GOVERNMENT CODE

8355 Drug-free workplace; employee notification

VEHICLE CODE

13376 Driver certificates; revocation or suspension

34500-34520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

UNITED STATES CODE, TITLE 49

31306 Alcohol and drug testing

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.11-1308.15 Controlled substances

CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Procedures for transportation workplace drug and alcohol testing programs

382.101-382.605 Drug and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

Management Resources:

CALIFORNIA HIGHWAY PATROL PUBLICATIONS

Controlled Substances and Alcohol Testing Compliance Checklist, 2007

What is CSAT? Controlled Substances and Alcohol Testing, 2005

WEB SITES

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

Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:
<http://www.dot.gov/ost/dapc>

(2/96 3/06) 8/13

Buttonwillow Union School District

Administrative Regulation

Drug and Alcohol Testing for School Bus Drivers

AR 4112.42, 4212.42, 4312.42

Personnel

Note: The following administrative regulation reflects state and federal requirements (Vehicle Code 34520; 49 CFR 40.1-40.413, 382.101-382.605) for drug and alcohol testing of school bus drivers, including pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing. Pursuant to 49 CFR 40.27, the district must not require a driver to sign a consent, release, waiver of liability, or indemnification agreement with respect to any part of the drug or alcohol testing process.

Definitions

For purposes of drug testing required by the U.S. Department of Transportation (DOT), drugs included in the tests are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration or level means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. For purposes of the DOT alcohol testing program, an alcohol level between 0.02 and 0.04 requires removal of the bus driver for a 24-hour period following the test. An alcohol level of 0.04 or higher requires immediate removal of the driver from performing safety-sensitive functions until the driver has successfully completed the return-to-duty process. (49 CFR 382.107, 382.201, 382.505)

Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the bus or bus equipment; loading or unloading the bus; supervising or assisting in the loading or unloading of the bus; and repairing, obtaining assistance, or remaining in attendance upon a disabled bus. (49 CFR 382.107)

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

Designated Employer Representative

Note: 49 CFR 40.35 and 40.215 require the district to identify a "designated employer representative" to perform the duties specified in 49 CFR 40.3. The following paragraph may be revised to reflect the title of the employee so designated.

The Superintendent or designee shall identify a designated employer representative and shall provide his/her name and telephone number to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

The designated employer representative shall be responsible for receiving test results and other communications, taking immediate action(s) to remove drivers from safety-sensitive functions, and making other required decisions in the testing and evaluation processes. (49 CFR 40.3)

Pre-employment Testing

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25, from any employer who has employed the driver at any time during the previous two years. In addition, the Superintendent or designee shall ask the driver if he/she tested positive, or refused to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that he/she did not obtain. The driver shall not be permitted to perform safety-sensitive functions if he/she refuses to provide consent to obtain the information from previous employers, the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district, or the driver or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413)

Upon making a contingent offer of employment to a driver and prior to the first time the driver performs safety-sensitive functions for the district, the Superintendent or designee shall require the driver to undergo testing for drugs and to receive a verified negative test result. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months or participated in a random drug testing program for the previous 12 months.
3. The Superintendent or designee has contacted the testing program(s) in which the driver has participated and has obtained information about the program and the driver's participation as specified in 49 CFR 382.301.
4. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

Post-Accident Testing

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for a moving violation and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

Random Testing

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year. Such tests shall be conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

Reasonable Suspicion Testing

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, the Superintendent or designee shall prepare and sign a written record of the observations leading to a reasonable suspicion test. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

Return-to-Duty Testing

Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions after he/she completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

Follow-Up Testing

Note: Pursuant to 49 CFR 40.307, after a driver successfully complies with education and treatment services, the substance abuse professional will prescribe a follow-up testing plan and will present that plan to the designated employer representative. The plan must direct that the driver be subject to at least six unannounced follow-up tests in the first 12 months following the driver's return to safety-sensitive functions.

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing

consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

Notifications

Note: Pursuant to 49 CFR 382.601, the district is mandated to adopt policy and procedures pertaining to misuse of drugs and alcohol and to provide these materials to each driver. When conducting compliance inspections, the CHP reviews whether district policy or regulations contain all of items #1-11 below.

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.303, 382.113, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is

suspected, including confrontation, referral to any employee assistance program, and/or referral to management

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

Each driver shall sign a statement certifying that he/she has received a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

Records

Note: 49 CFR 40. 333 and 382.401 specify the records that must be retained by the district and how long each record must be retained (i.e., one year, two years, three years, five years, or indefinitely). Upon receiving a request from the FMCSA to inspect any such record, the district must make the record(s) available for inspection at the district office within two business days.

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

(cf. 3580 - District Records)

8/13

Adopted:

Buttonwillow Union School District

Administrative Regulation

Child Abuse Prevention And Reporting

AR 5141.4

Students

Note: Pursuant to Education Code 44691, as amended by AB 1432 (Ch. 797, Statutes of 2014), the California Department of Education (CDE) is required to disseminate information to all school districts regarding the detection and reporting of child abuse and to provide guidance on the responsibilities of mandated reporters. See the CDE web site for information and resources.

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person

Note: AB 1775 (Ch. 264, Statutes of 2014) amended Penal Code 11165.1 to revise the definition of sexual exploitation to also include knowingly downloading, streaming, or accessing through any electronic or digital media a film, photograph, videotape, video recording, negative, or slide in which a child is engaged in an act of obscene sexual conduct.

2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1

3. Neglect of a child as defined in Penal Code 11165.2

4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3

5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)

2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)

(cf. 3515.3 - District Police/Security Department)

Note: Education Code 44807 provides that physical control of a student under the conditions specified in item #3 below is not subject to criminal prosecution or penalties.

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)

4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

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

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

Note: Pursuant to Penal Code 11165.15, as added by AB 652 (Ch. 486, Statutes of 2013), the fact that a child is homeless or is classified as an unaccompanied minor, as defined in the federal McKinney-Vento Homeless Assistance Act (42 USC 11434a), is not, in and of itself, a sufficient basis for reporting child abuse or neglect.

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Note: The following definition of "mandated reporters" does not list non-school persons (e.g., physicians, clergy members) who are also mandated to report suspected child abuse or neglect and may be revised to reflect additional positions applicable to the district as specified in Penal Code 11165.7.

Note: Penal Code 11165.7 clarifies that volunteers whose duties require direct contact with and supervision of children are not mandated reporters. However, the law encourages volunteers to obtain training in the identification and reporting of child abuse and neglect and to report known or suspected incidents of child abuse or neglect.

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers

or supervisors of child attendance; athletic coaches, administrators, and directors; administrators and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

Note: Penal Code 11166 specifies that a mandated reporter has a duty to report when acting in his/her professional capacity or within the scope of employment. When a mandated reporter is acting in a private capacity, like other private citizens, he/she has the discretion whether or not to make a report.

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Note: Pursuant to Penal Code 152.3, it may be a misdemeanor, with specified exceptions, for a witness to not report a murder, rape, or lewd or lascivious act as defined in Penal Code 288 where the victim is under age 14. Persons who fail to report such offenses may be subject to a fine and/or imprisonment.

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual

agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

Note: Penal Code 11166.01 provides that it may be a crime, punishable by a fine and/or imprisonment, for a supervisor or administrator to knowingly inhibit or impede a mandated reporter from making a report.

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

(cf. 1240 - Volunteer Assistance)

Reporting Procedures

1. Initial Telephone Report

Note: Penal Code 11165.9 specifies the agencies that are authorized to receive reports of suspected child abuse and neglect, as detailed in the following paragraph. The agency must accept a report even if it lacks subject matter or geographical jurisdiction to investigate the case; the agency is then responsible for referring the case to an agency with proper jurisdiction.

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Note: It is recommended that the district's administrative regulation include the name, address, and phone number of the appropriate agencies in its area.

(Name of appropriate agency)

(Address)

(Phone number)

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated

reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

Note: Pursuant to Penal Code 11168, the Department of Justice form shall be distributed by the police department, sheriff's department, county probation department, or county welfare department as appropriate and is available on the Department of Justice's web site. It may also be made available at the district office or school site. The following optional paragraph should be revised to reflect district practice.

The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department.

Note: Penal Code 11167 requires the mandated reporter to give his/her name when reporting known or suspected child abuse. However, the reporter's name and the report are confidential and are only disclosed in limited circumstances provided by law.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

Training

***Note: As amended by AB 1432 (Ch. 797, Statutes of 2014), Education Code 44691 and Penal Code 11165.7 require districts to annually train their employees and any other mandated

reporters working on their behalf regarding the duties of mandated reporters. Education Code 44691, as amended, also requires the CDE to develop an online training module to be provided to the California Department of Social Services for use by districts.***

Within the first six weeks of each school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Education Code 44691 requires school districts to use the online training module provided by the California Department of Social Services. However, if the online training module is not used, the Superintendent or designee is required to report to the CDE regarding the training being used in its place.***

The Superintendent or designee shall use the online training module provided by the California Department of Social Services. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

Note: Education Code 44691, as amended by AB 1432 (Ch. 797, Statutes of 2014), requires districts to develop a process by which all persons required to receive training must provide proof of receiving the training (e.g., the use of a sign-in sheet, submission of a certificate of completion). The following paragraph may be revised to reflect district practice.

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

Victim Interviews by Social Services

***Note: Penal Code 11174.3 authorizes a representative from the Department of Social Services or another government agency investigating suspected child abuse or neglect to interview a student during school hours, on school grounds, concerning a report of child abuse or neglect that occurred at home or in an out-of-home care facility. However, there is no clear guidance regarding the procedures to be followed if a social worker is accompanied by law enforcement. In *Greene v. Camreta*, the 9th Circuit Court of Appeals had ruled that, absent exigent circumstances, a social worker and sheriff could not question a student in school without obtaining a warrant, court order, or parent/guardian consent. Subsequently, that ruling was

vacated by the U.S. Supreme Court on appeal (*Camreta v. Greene*) since the case was then moot. Districts should proceed with caution and consult with legal counsel as necessary.***

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Parent/Guardian Complaints

Note: Education Code 48987 requires the district to disseminate guidelines, upon request, advising parents/guardians of procedures for filing child abuse complaints. As required by Education Code 33308.1, the CDE has prepared sample guidelines for this purpose, which were updated in March 2014 and are available on the CDE's web site.

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their

primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

(cf. 1312.1 - Complaints Concerning District Employees)

Note: Parents/guardians of special education students also may file a complaint with the CDE as provided in the following paragraph. The CDE does not investigate allegations of child abuse or neglect, but may investigate conditions that may involve immediate physical danger or threaten the health, safety, or welfare of the child and which may result in denial of a free appropriate public education.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

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

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

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Buttonwillow Union School District

Board Policy

Suicide Prevention

BP 5141.52

Students

***Note: Education Code 215 mandates that the Governing Board of any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. AB 1767 (Ch. 694, Statutes of 2019) amended Education Code 215 to mandate policy on suicide prevention, intervention, and postvention for students in grades K-6 beginning in the 2020-21 school year. The required components are addressed in the following policy and the accompanying administrative regulation. Also see the California Department of Education's (CDE) Model Youth Suicide Prevention Policy developed pursuant to Education Code 215. ***

***Note: The following policy and accompanying administrative regulation should be revised to reflect district practice and the grade levels offered by the district. ***

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

***Note: Pursuant to Education Code 215, as amended by AB 1767, the district's suicide prevention policy must be developed in consultation with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, for policy for grades K-6, the county mental health plan. According to CDE's Model Youth Suicide Prevention Policy, school-employed mental health professionals may include school counselors, psychologists, social workers, and nurses. CDE's model policy also includes consultation with administrators, other school staff, parents/guardians, students, local health agencies and professionals, law enforcement, and community organizations. ***

***Note: It is recommended that districts also consult with legal counsel and the district's risk manager or insurance carrier, as appropriate. ***

In developing policy and strategies for suicide prevention and intervention, the Superintendent or designee shall consult with school and community stakeholders such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals such as school counselors, school psychologists, school social workers, and school nurses; suicide prevention experts such as local health agencies, mental health professionals, and community organizations; law enforcement; and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

(cf. 1220 - Citizen Advisory Committees)

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

***Note: Education Code 215, as amended by AB 1767, requires that the district's policy for students in grades K-6 be age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. The following paragraph is for use by districts that serve K-6 students, and may be revised as appropriate for the student population served by the district. ***

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

***Note: Education Code 215, as amended by AB 1767, mandates that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served by the district. See the accompanying administrative regulation for additional language fulfilling this mandate. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Item #1 may be revised to specify other categories of employees who will receive the training. ***

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students, as described in the accompanying administrative regulation

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

***Note: Items #2-7 below reflect optional strategies for suicide prevention, intervention, and postvention and may be revised to reflect district practice. ***

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

(cf. 6142.8 - Comprehensive Health Education)

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

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
6. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

***Note: Education Code 215 mandates that the district's policy specifically address the needs of high-risk groups, including, but not limited to, those listed in the following paragraph. See the accompanying administrative regulation for additional language fulfilling this mandate. ***

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

***Note: The following paragraph is for use by districts that serve students in grades K-6. Education Code 215, as amended by AB 1767, mandates that the district's policy for students in grades K-6 ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. ***

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

(cf. 5141.6 - School Health Services)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so.

(Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years.

(Education Code 215)

***Note: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to ensure that the district's suicide prevention policies for grades K-6 and 7-12 be readily accessible in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. ***

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5886 Children's Mental Health Services Act

COURT DECISIONS

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

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

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

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

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

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
Preventing Suicide: A Toolkit for High Schools, 2012

WEB SITES

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

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

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

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

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

California Department of Health Care Services, Mental Health Services:

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

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

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

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

Suicide Prevention Resource Center: <http://www.sprc.org/about-suicide>

Suicide Prevention Lifeline: <http://suicidepreventionlifeline.org>

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

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

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

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Buttonwillow Union School District

Administrative Regulation

Suicide Prevention

AR 5141.52

Students

***Note: Education Code 215, as amended by AB 1767 (Ch. 694, Statutes of 2019), mandates policy on suicide prevention, intervention, and postvention for grades 7-12 and, beginning in the 2020-21 school year, for grades K-6. See the accompanying Board policy. The following administrative regulation provides additional strategies that fulfill the mandate and may be revised to reflect district practice. ***

***Note: Examples of suicide prevention strategies are also available in the California Department of Education's (CDE) Model Youth Suicide Prevention Policy, the U.S. Department of Health and Human Services publication Preventing Suicide: A Toolkit for High Schools, and resources issued by other state and federal agencies and organizations. For further information about strategies to protect students from bullying, cyberbullying, and other harassment, see BP 5131 - Conduct, BP 5131.2 - Bullying, BP 5145.3 - Nondiscrimination/Harassment, and BP 5145.9 - Hate-Motivated Behavior. ***

Staff Development

***Note: Education Code 215, as amended by AB 1767, mandates that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served by the district. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. The following section may be revised to reflect district practice. ***

***Note: Education Code 216 requires CDE to identify evidence-based online training program(s), aligned with the requirements of Education Code 215, that districts can use to train students and staff. Additionally, dependent upon funds being appropriated in the annual Budget Act, CDE will provide grants, upon application, to county offices of education for the acquisition of such training programs to disseminate to districts at no cost. ***

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

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

***Note: Education Code 215 mandates that the district's policy specifically address the needs of high-risk groups; see the accompanying Board policy. One strategy to specifically address their needs is to increase staff awareness of the higher rates of suicide among these groups, as provided in item #1 below. ***

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning

***Note: Staff development may include training about individual risk factors associated with suicide, as provided in item #2 below. Information about risk factors is available from CDE, Centers for Disease Control and Prevention, American Association of Suicidology, American Foundation for Suicide Prevention, Trevor Project, and other agencies and organizations. ***

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

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

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

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

Instruction

***Note: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school. ***

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

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

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

Student Identification Cards

***Note: The following section is for use by districts that serve students in grades 7-12. Education Code 215.5 requires districts that issue or reissue student identification cards to have printed on either side of the card the telephone number of the National Suicide Prevention Lifeline (1-800-273-8255), and allows to have printed on the card the Crisis Text Line (texting HOME to 741741) and/or a local suicide prevention hotline telephone number. If, as of July 1, 2020, the district has unissued student identification cards that do not comply with the above

requirements, the cards should be issued until the supply is depleted. ***

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Intervention

***Note: Education Code 215 mandates that the district's policy and procedures address suicide intervention. The following section should be revised to reflect district practice. ***

***Note: In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289.5; see BP/AR 0450 - Comprehensive Safety Plan. ***

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

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

***Note: Education Code 49602 generally protects the confidentiality of information of a personal nature disclosed to a school counselor by a student age 12 years or older or by a parent/guardian. However, in certain circumstances, the counselor may disclose such information to avert a clear and present danger to the health, safety, or welfare of the student or others within in the school community. Also see BP 6164.2 - Guidance/Counseling Services. ***

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

(cf. 5141 - Health Care and Emergencies)

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

(cf. 5138 - Conflict Resolution/Peer Mediation)

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

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

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)

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

(cf. 5125 - Student Records)

***Note: The following paragraph is optional. If a student's parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide, the Superintendent or designee shall consider whether a referral to child protective services for child neglect is needed. Pursuant to Penal Code 11164-11174.3, the Child Abuse and Neglect Reporting Act, school employees who are mandated reporters are required to report child abuse or neglect, as defined in law, when they have knowledge of or reasonably suspect that a child is a victim of child abuse or neglect. See BP/AR 5141.4 - Child Abuse Prevention and Reporting.

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

(cf. 5141.4 - Child Abuse Prevention and Reporting)

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

Postvention

***Note: Education Code 215 mandates that the district's policy and procedures address suicide postvention. The following section should be revised to reflect district practice. ***

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

***Note: Research has identified an increased risk of suicide among youth who are grieving the suicide of another (so-called "suicide contagion"). The National Association of School Psychologists, in its Preventing Suicide: Guidelines for Administrators and Crisis Teams, recommends that memorials should be implemented with care so as not to sensationalize or glamorize suicide and thereby increase the suicide risk to other students. If a memorial is conducted for a student who dies by suicide, the association suggests a living memorial, such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing other opportunities for service activities in the school that emphasize the importance of students taking care of each other. ***

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

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

(cf. 1112- Media Relations)

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

(3/17 12/18) 3/20

Buttonwillow Union School District

Board Policy

Child Care And Development

BP 5148

Students

Note: The following policy is for use by districts that operate child care and development services through a contract with the California Department of Education (CDE). The Child Care and Development Services Act (Education Code 8200-8499.10) establishes a variety of child care programs that may be offered by districts or other local providers. These include, but are not limited to, General Child Care and Development, Resource and Referral, Alternative Payment, Migrant Child Care and Development, and Severely Handicapped programs. The district may revise the following policy to reflect the specific program(s) offered by the district and to ensure its compliance with the terms of its contract(s) with the CDE. Compliance with major requirements for early education and support programs is reviewed during the CDE's Federal Program Monitoring/Contract Monitoring Review process.

Note: For requirements pertaining to before-school and after-school programs, including the After-School Education and Safety program (Education Code 8482-8484.65) and 21st Century Community Learning Centers (Education Code 8484.7-8484.8), see BP/AR 5148.2 - Before/After School Programs. The California State Preschool Program (Education Code 8235-8239) for children ages 3-4 is addressed in BP/AR 5148.3 - Preschool/Early Childhood Education.

The Governing Board desires to provide child care and development services which meet the developmental needs of children and offer a convenient child care alternative for parents/guardians in the community.

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

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

(cf. 6175 - Migrant Education Program)

The Board shall enter into a contract with the California Department of Education (CDE) for the provision of child care and development services by the district.

(cf. 3312 - Contracts)

Note: The following optional paragraph may be revised to reflect district practice. Education Code 8499-8499.7 establish county-level child care and development planning councils, with members selected by the County Board of Supervisors and County Superintendent of Schools, to identify local priorities for child care and to develop policies to meet identified needs.

The district shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and supply information about child care options.

(cf. 1020 - Youth Services)

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

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

Note: Pursuant to 5 CCR 18271, the district must have a written philosophical statement, goals, and objectives, approved by the Governing Board, which address each program component specified in 5 CCR 18272-18281. See the accompanying administrative regulation for required program components.

The Board shall approve for the district's child care and development program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

Eligibility and Enrollment

Note: Pursuant to 5 CCR 18105, districts contracting with CDE to offer child care services are mandated to develop written admissions policies and procedures that conform to requirements of 22 CCR 101218, as provided below. See the accompanying administrative regulation for additional language that fulfills this mandate.

Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

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

(cf. 3540 - Transportation)

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

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

***Note: Education Code 8263 and 5 CCR 18106 establish eligibility criteria and priorities for subsidized child care services, as provided below and in the accompanying administrative

regulation.***

Note: Eligibility is generally limited to children who reside within district boundaries. However, Education Code 8322 and 5 CCR 18107 authorize the Board to enter into an agreement with the boards of other districts to serve children who reside within those districts. The district may revise the following paragraph to reflect any such agreement approved by the Board.

The Superintendent or designee shall ensure that subsidized child care is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

Note: The following paragraph is optional and may be revised to reflect any district-established priorities for nonsubsidized services.

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of district students, and children of district employees.

(cf. 5111.1 - District Residency)

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

Staffing

Note: The Commission on Teacher Credentialing issues permits for child development program directors, site supervisors, master teachers, teachers, associate teachers, and assistants pursuant to criteria established in Education Code 8360-8370 and 5 CCR 80105-80125. The district may request from the CDE a waiver of the qualification requirements for a site supervisor upon demonstration of a compelling need, in accordance with Education Code 8208(aa) and 5 CCR 18295.

Note: Health and Safety Code 1596.7995, as added by SB 792 (Ch. 807, Statutes of 2015), requires that employees and volunteers at a day care center be immunized against influenza, pertussis, and measles, with specified exemptions. In addition, Health and Safety Code 1597.055, as amended by SB 792, requires that teachers in a day care center obtain a tuberculosis clearance. See the accompanying administrative regulation.

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications and have satisfied all legal requirements.

(cf. 1240 - Volunteer Assistance)

(cf. 4112.2 - Certification)

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

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

(cf. 4131 - Staff Development)

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

Facilities

Note: Optional items #1-5 below present examples of methods that may be used to provide facilities for child care services and may be revised to reflect district practice.

Note: Pursuant to Education Code 8278.3, districts providing subsidized child care services that have a current need for facilities are eligible to apply for loans under the Child Care Facilities Revolving Fund. For further information, see the CDE's web site.

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

1. The use of existing district facilities that have capacity
2. Renovation or improvement of district facilities to make them suitable for such services
3. Purchase of relocatable child care facilities
4. Inclusion of child care facilities in any new construction
5. Agreement with a public agency or community organization for the use of community facilities

(cf. 1330.1 - Joint Use Agreements)
(cf. 7110 - Facilities Master Plan)

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

Complaints

Note: Pursuant to 5 CCR 4610, the district's uniform complaint procedures should be used to resolve any complaint alleging violation of state or federal laws governing educational programs, including child care and development programs; see BP/AR 1312.3 - Uniform Complaint Procedures. However, as clarified in the CDE's brochure Uniform Complaint Procedures, health and safety complaints regarding child care and development programs should be referred to other agencies as described in the following paragraph and BP 1312.3.

***Note: Pursuant to 22 CCR 101156, all child care centers must be licensed by the California Department of Social Services unless exempted by law. See the accompanying administrative regulation for information about child care programs that are exempted from licensure requirements. If all of the district's child care services are either licensed or license-exempt, the district may revise the following paragraph to reflect the types of facilities maintained by the

district.***

For a licensed child care center, any complaint alleging health and safety violations shall be referred to the California Department of Social Services. For a license-exempt facility, such complaints shall be referred to the appropriate Child Development regional administrator. Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Program Evaluation

Note: 5 CCR 18279-18281 require child care and development programs to be evaluated through the CDE's standardized "Desired Results for Children and Families" system. The system requires a program self-evaluation that includes, but is not limited to, a staff assessment, a parent survey, and an environment rating scale using instruments selected by the CDE; see the accompanying administrative regulation. The annual report submitted to the CDE also must include an action plan presented on the appropriate CDE form.

The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. The evaluation report shall be submitted to the Board and the CDE along with an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

- 8200-8499.10 Child Care and Development Services Act, especially:
- 8200-8209 General provisions for child care and development services
- 8210-8216 Resource and referral program
- 8220-8226 Alternative payment program
- 8230-8233 Migrant child care and development program
- 8235-8239 California state preschool program
- 8240-8244 General child care programs
- 8250-8252 Programs for children with special needs
- 8263 Eligibility and priorities for subsidized child development services
- 8263.3 Disenrollment of families due to reduced funding levels
- 8263.4 Enrollment of students ages 11-12 years
- 8273-8273.3 Fees
- 8278.3 Child Care Facilities Revolving Fund
- 8360-8370 Personnel qualifications

8400-8409 Contracts
8482-8484.65 After-school education and safety program
8484.7-8484.8 21st Century community learning centers
8493-8498 Facilities
8499-8499.7 Local planning councils
49540-49546 Child care food program
49570 National School Lunch program
56244 Staff development funding
HEALTH AND SAFETY CODE
1596.70-1596.895 California Child Day Care Act
1596.90-1597.21 Day care centers
120325-120380 Immunization requirements
CODE OF REGULATIONS, TITLE 5
4610-4687 Uniform complaint procedures
18000-18434 Child care and development programs, especially:
18012-18122 General requirements
18180-18192 Federal and state migrant programs
18210-18213 Severely handicapped program
18220-18231 Alternative payment program
18240-18248 Resource and referral program
18270-18281 Program quality, accountability
18290-18292 Staffing ratios
18295 Waiver of qualifications for site supervisor
18300-18308 Appeals and dispute resolution
80105-80125 Commission on Teacher Credentialing, child care and development permits
CODE OF REGULATIONS, TITLE 22
101151-101239.2 General requirements, licensed child care centers, especially:
101151-101163 Licensing and application procedures
101212-101231 Continuing requirements
101237-101239.2 Facilities and equipment
UNITED STATES CODE, TITLE 42
1751-1769j National School Lunch Program
9831-9852 Head Start programs
9858-9858q Child care and development block grant
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch program
CODE OF FEDERAL REGULATIONS, TITLE 45
98.2-98.93 Child care and development fund
COURT DECISIONS
CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services,
(2001) 91 Cal.App.4th 892

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

14-03a Revised Child Care and Development Fee Schedule, Management Bulletin, September
2014

Uniform Complaint Procedures, 2014

12-07 Disenrollment due to Maximum Reimbursable Amount Reduction, Management Bulletin, July 2012

Keeping Children Healthy in California's Child Care Environments: Recommendations to Improve Nutrition and Increase Physical Activity, 2010

WEB SITES

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

California Association for the Education of Young Children: <http://www.caeyc.org>

California Child Development Administrators Association: <http://www.ccdaa.org>

California Department of Education, Early Education and Support Division:

<http://www.cde.ca.gov/sp/cd>

California Department of Education, Early Education Management Bulletins:

<http://www.cde.ca.gov/sp/cd/ci/allmbs.asp>

California Department of Social Services, Licensing Information: <http://celd.ca.gov/P492.htm>

California Head Start Association: <http://caheadstart.org>

California School-Age Consortium: <http://calsac.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Association for the Education of Young Children: <http://www.naeyc.org>

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

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Buttonwillow Union School District

Administrative Regulation

Child Care And Development

AR 5148

Students

Note: The following administrative regulation is for use by districts that operate child care and development services through a contract with the California Department of Education (CDE) and reflects provisions generally applicable to programs under the Child Care and Development Services Act (Education Code 8200-8499.7). Such programs include resource and referral programs (Education Code 8210-8216; 5 CCR 18240-18248), alternative payment programs (Education Code 8220-8227.7; 5 CCR 18220-18231), migrant child care and development programs (Education Code 8230-8233), California State Preschool Programs (CSPP) (Education Code 8235-8239.1), general child care and development programs (Education Code 8240-8244), and programs for children with special needs (Education Code 8250-8252). The district may revise this regulation to reflect specific requirements for the program(s) it offers. See BP/AR 5148.2 - Before/After School Programs for requirements pertaining to the After-School Education and Safety program (Education Code 8482-8484.65) and 21st Century Community Learning Centers (Education Code 8484.7-8484.8), and BP/AR 5148.3 - Preschool/Early Childhood Education for CSPP requirements.

Note: The following administrative regulation does not reflect all policy language mandated for each specific program. The district should be careful to include the mandates, if any, applicable to the program(s) it offers. For example, for the alternative payment program, 5 CCR 18221 mandates a written policy statement that includes specified components, including, but not limited to, program purpose, enrollment priorities, reimbursement of providers, and family fee collection. For the resource and referral program, 5 CCR 18244 mandates written referral policies and written complaint procedures.

Note: In addition to the program requirements described below, child care and development programs may be subject to other policies in the district's policy manual (e.g., BP/AR 1240 - Volunteer Assistance, AR 3514.2 - Integrated Pest Management, BP/AR 3550 - Food Service/Child Nutrition Program). Districts should consult legal counsel if they have questions regarding the applicability of other laws to the district's child care and development program.

Licensing

***Note: Pursuant to 22 CCR 101156, all child care centers must be licensed by the California Department of Social Services (CDSS) unless exempted by law. Health and Safety Code 1596.792 and 22 CCR 101158 list exemptions from the licensure requirements including, but not limited to, any program that (1) is a "public recreation program" that meets the criteria specified in Health and Safety Code 1596.792, (2) is operated before and/or after school by qualified teachers employed by the district, (3) is a school parenting program or adult education child care

program, (4) operates only one day per week for no more than four hours on that day, (5) offers temporary child care services to parents/guardians who are on the same premises as the child care site, (6) provides activities that are of an instructional nature in a classroom-like setting when K-12 students are normally not in session and the sessions do not exceed a total of 30 days when only school-age children are enrolled or 15 days when younger children are enrolled, or (7) is a CSPP program operated in a school building that meets specified health and safety requirements. If the district offers only programs that are exempted from licensure, it should modify the following regulation accordingly.***

Note: Pursuant to Health and Safety Code 1596.951, as added by AB 605 (Ch. 574, Statutes of 2018), CDSS is required to adopt regulations by January 1, 2021 to create a new child care center license including components for serving infant, toddler, preschool, and school-age children; health and safety standards; and enhanced ability to transition children to the next age group. Pursuant to Health and Safety Code 1596.951, all child care centers are required to obtain this license by January 1, 2024.

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

Program Components

Note: Items #1-7 and 9 below list components of child care and development programs required for all providers pursuant to 5 CCR 18272-18281. The Governing Board is required, pursuant to 5 CCR 18271, to approve goals and objectives addressing each of these program components; see the accompanying Board policy. The district may add components of other programs offered by the district.

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Education Code 8203.5; 5 CCR 18272)

Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6159 - Individualized Education Program)

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

(cf. 6174 - Education for English Learners)

3. A staff development program which complies with 5 CCR 18274

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

4. Parent/guardian involvement and education that comply with 5 CCR 18275 and include an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

(cf. 6020 - Parent Involvement)

5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

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

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.23 - Asthma Management)

(cf. 5141.6 - School Health Services)

6. A community involvement component that complies with 5 CCR 18277

Note: Health and Safety Code 1596.808 establishes beverage standards for licensed child care centers. In addition, centers that receive funding through the Child and Adult Care Food Program (42 USC 1766) must meet federal guidelines for meals, snacks, fluid milk or nutritionally equivalent milk substitutes, and drinking water.

7. As applicable, a nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

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

(cf. 5030 - Student Wellness)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

Note: Item #8 below is optional and may be revised to reflect district practice. 42 USC 1766 encourages child care centers to provide opportunities for physical activity and to limit the amount of time spent in sedentary activities, such as time spent using electronic media.

8. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

Note: 5 CCR 18279-18281 require an annual evaluation using the standardized "Desired Results for Children and Families" system developed by CDE. The system requires a program self-evaluation that includes, but is not limited to, a staff assessment, a parent/guardian survey, and an environment rating scale using forms selected by CDE. Each contractor is required to submit a summary of the self-evaluation findings to CDE by June 1 of each year. In addition, every three years, CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) process with each contract agency to review compliance with program requirements. The FPM/CMR instrument is available on the CDE's web site.

9. An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent/guardian survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

(cf. 0500 - Accountability)

Staffing

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

All persons employed at a licensed district child care center and all volunteers who provide care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If they meet all other requirements for employment or volunteering, as applicable, but need additional time to obtain and provide immunization records, they may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that they have been immunized as required. In addition, employees and volunteers shall receive an influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.
2. In the case of the influenza vaccine, the person submits a written declaration declining

the vaccination.

3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

In addition to the above immunization requirements, teachers employed in a licensed child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

Eligibility and Enrollment

Note: CDE contracts provide funding only for services to families who meet the criteria for subsidized services as specified in Education Code 8263. The district may also provide services to nonsubsidized families provided the district uses other funding sources or the families pay the full cost of services; see section on "Fees and Charges" below.

Note: Pursuant to 5 CCR 18105, districts contracting with CDE to offer child care services are mandated to develop written admissions policies and procedures that conform to requirements of 22 CCR 101218, including criteria designating those children whose needs can be met by the child care center's program and services and the ages of children who will be accepted.

Note: The following section should be revised to reflect the district's contract(s) with CDE.

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4; 5 CCR 18089, 18407, 18422)

Note: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on CDE's web site. The family's or child's eligibility must be certified by a person designated by the district.

***Note: Pursuant to Education Code 8263.1, as amended by AB 2626 (Ch. 945, Statutes of 2018), income eligibility is based on an adjusted monthly family income at or below 85 percent

of the state median income, adjusted for family size, for purposes of establishing ongoing income eligibility after January 1, 2019 or initial eligibility after July 1, 2019.***

Eligible families shall be those who document both an eligibility basis and a need for care, as follows: (Education Code 8263)

1. The family is eligible for subsidized services on the basis of being a current aid recipient, income eligible, or homeless and/or the family's children are recipients of protective services or have been identified as being or at risk of being abused, neglected, or exploited.
2. The family has a need for child care based on either of the following:
 - a. The unavailability of the parents/guardians to care for and supervise their children for some portion of the day because they are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated
 - b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless

Note: The following paragraph may be revised to reflect district practice. Unless state funding is allocated to support the centralized eligibility list established in each county pursuant to Education Code 8499.5, such lists will be maintained only if locally funded. In situations where there is no locally funded centralized eligibility list or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with admission priorities pursuant to Education Code 8263 and 5 CCR 18106.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted

first. (Education Code 8263, 8263.1)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Education Code 8263.4)

Note: The following optional paragraph may be revised to reflect additional enrollment priorities or criteria established by the district, such as priority for district students, children of district students, or children of district employees; see the accompanying Board policy.

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with the priorities established by the Governing Board.

Note: 5 CCR 18094 and 18118 require the district to provide written notification to the parent/guardian as to whether the application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 18120-18122; see section "Rights of Parents/Guardians" below.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

(cf. 5145.6 - Parental Notifications)

Note: Pursuant to Education Code 8263, as amended by AB 2626, effective July 1, 2019, a family that establishes initial or ongoing eligibility for services, regardless of the basis of eligibility, is entitled to receive those services for at least 12 months before being recertified for eligibility, except when an increase in income results in the family income exceeding the threshold for ongoing eligibility.

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Education Code 8263.1, and the family's ongoing eligibility shall be recertified at that time. At any time a family may voluntarily report income or other changes, which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Education Code 8263)

***Note: 5 CCR 18095 and 18119 require the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of

Action form available on CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122; see section "Rights of Parents/Guardians" below.***

The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination made during recertification or the update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that the service is no longer wanted
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

Fees and Charges

Note: Education Code 8273 requires the Superintendent of Public Instruction (SPI) to establish a fee schedule for families using child care services through a CDE contract, including families who are eligible for subsidized child care services based on the criteria specified in item #1 in the section "Eligibility and Enrollment" above. See CDE Management Bulletin 14-03a.

Note: Pursuant to 5 CCR 18109 and CDE's Frequently Asked Questions to Management Bulletin 14-03a, the district may charge a full-time, part-time, or "cost of care" fee calculated pursuant to 5 CCR 18109, whichever is less, depending on the number of hours that a child will receive services.

Note: Education Code 8250 and 5 CCR 18110 prohibit districts from assessing fees for children enrolled in a program for severely disabled children or a federally based migrant program. Districts may revise the following paragraph to reflect any such program(s) offered by the district. Districts that offer only programs prohibited from charging fees may delete the following section.

Except when offering a program that is prohibited by law from charging any fees, the

Superintendent or designee may charge fees for services according to the fee schedule established by the Superintendent of Public Instruction, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8273, 8273.1, 8447; 5 CCR 18078, 18108-18110)

However, no fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Education Code 8273.1; 5 CCR 18110)

In addition, any family receiving child care on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. (Education Code 8273.1)

Note: Pursuant to Education Code 8273 and CDE Management Bulletin 14-03a, family fees must be assessed at initial enrollment and reassessed at recertification or when the family data file is updated due to a change in status.

Note: Pursuant to 5 CCR 18114, districts contracting with CDE to offer child care services are mandated to adopt a policy for the collection of fees in advance of providing services, as provided below. 5 CCR 18114 contains an alternative definition of delinquency for alternative payment programs offered pursuant to Education Code 8220-8224.

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Education Code 8273; 5 CCR 18082, 18114, 18115)

Note: The following paragraph is for use by districts that contract with CDE to offer child care services and wish to require parents/guardians to provide diapers and/or to pay the costs of field trips (unless the program is exempt from fees), and may be modified to delete diapers as appropriate for the age of the children served. Education Code 8273.3 mandates that such districts have a written policy which includes parents/guardians in the decision-making process. Pursuant to Education Code 8273.3, the fees cannot exceed \$25 per child in the contract year.

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

Disenrollment

Note: Education Code 8263.3 specifies the order by which families must be disenrolled from child care and development services when funding levels are reduced. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122, but only on the grounds that the factors used to determine the family's disenrollment are incorrect. See section "Rights of Parents/Guardians" below.

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.
2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first. After all children without disabilities have been disenrolled, children with disabilities shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.
3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

Health Examination and Information

A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within six weeks of enrollment. (Education Code 8263)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

Note: Education Code 8263 provides that the physical examination and evaluation, including immunizations, required of children enrolling in a child care center may be waived if a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. However, Health and Safety Code 120335 eliminated the personal beliefs exemption for immunization requirements unless the parent/guardian files a letter or affidavit prior to January 1, 2016 or a licensed physician indicates that a student should be exempted for medical reasons. An exemption granted for personal beliefs is only effective until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12). See BP/AR 5141.31 - Immunizations.

The requirement for a physical examination and evaluation shall be waived if a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. (Education Code 8263)

However, a child may be exempted from the immunization requirements only if: (Education

Code 8263; Health and Safety Code 120335)

1. A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.
2. The parent/guardian submitted a letter or affidavit prior to January 1, 2016 stating that such examination is contrary to the parent/guardian's personal beliefs. An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Education Code 8263)

(cf. 5141.22 - Infectious Diseases)

Note: Health and Safety Code 1596.7996, as added by AB 2370 (Ch. 676, Statutes of 2018), requires licensed child care programs to provide parents/guardians of enrolled children with a flyer developed by CDSS in conjunction with the California Department of Public Health, which contains specified information regarding lead exposure and blood testing. The flyer is available on the CDSS web site.

Note: Pursuant to Health and Safety Code 1597.16, as added by AB 2370, a licensed child care center located in a building constructed before January 1, 2010 will be required to have its drinking water tested for lead contamination levels between January 1, 2020 and January 1, 2023, and every five years after the date of the initial test. At that time the child care center must notify parents/guardians of enrolled children of the requirement to test the drinking water and of the test results.

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)

Attendance

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)

2. Family emergency (Education Code 8208)

Note: Pursuant to 5 CCR 18066, districts contracting with CDE to offer child care services are mandated to adopt policies delineating circumstances constituting an excused absence for a family emergency. The following paragraph may be revised to reflect district practice.

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)

4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

Note: 5 CCR 18066 mandates a policy that delineates circumstances constituting an excused absence "in the best interest of the child." The following paragraph may be revised to reflect district practice.

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Note: 5 CCR 18066 mandates that providers adopt a policy governing unexcused absences which may include reasonable limitations, if any. The following paragraph may be revised to reflect district practice.

Any absence due to a reason other than any of those stated above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the child's parent/guardian. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

Rights of Parents/Guardians

***Note: The following two paragraphs are for use by districts that operate one or more

licensed child care centers, but may be used by license-exempt providers.***

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of the rights specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

Note: The remainder of this section is for use by all districts and applies to licensed and unlicensed child care programs.

In addition, if a parent/guardian disagrees with any district action to deny a child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)

Records

Note: CDE contracts require the district to submit data on both subsidized and nonsubsidized families served by child care centers. In addition, the district is required to provide monthly reports, through CDE's online management information system, regarding any families receiving subsidized services during that month.

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by CDE.

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(7/15 10/16) 3/19

Buttonwillow Union School District

Administrative Regulation

State Academic Achievement Tests

AR 6162.51

Instruction

Note: The following administrative regulation reflects requirements of the California Assessment of Student Performance and Progress (CAASPP) (Education Code 60600-60649) and should be revised to reflect the grade levels offered by the district.

The Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all district students at applicable grade levels, except those students exempted by law.

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

Note: 5 CCR 851 clarifies responsibility for the testing of charter school students who attend locally funded charter schools. Pursuant to Education Code 47651, a locally funded charter school is one that receives the state aid portion of its local control funding formula allocation through the district that either authorized the charter or was designated by the State Board of Education (SBE) as the oversight agency, rather than directly from the state.

The students of any charter school that receives its state funding allocation through the district shall be tested in coordination with the testing of district students. In addition, the Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a test administrator or test examiner. (5 CCR 851)

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 6158 - Independent Study)

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

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

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

Note: The following paragraph is optional. Pursuant to 5 CCR 853, if the district identifies students who are unable to access the computer-based assessments, as required by 5 CCR 857, the district may use a paper and pencil version of the assessment, if available.

On or before July 1 of each year, the Superintendent or designee shall identify any district school(s) with students who are unable to access the computer-based assessment of a CAASPP test and shall report the number of such students to the test contractor. If available, a paper and pencil version of the assessment may be administered to such students. (5 CCR 853, 857)

Note: 5 CCR 857, as amended by Register 2015, No. 48, establishes a deadline of July 1 of each year for designating a district test coordinator.

On or before July 1 of each year, the Superintendent or designee shall designate a district coordinator who shall oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the California Department of Education (CDE). The Superintendent or designee shall also designate a coordinator for each test site. The duties of the district and site test coordinators shall include those specified in 5 CCR 857-858. (5 CCR 857-858)

Note: 5 CCR 850, as amended by Register 2015, No. 48, defines "test administrator" as an employee trained to administer the CAASPP achievement tests and "test examiner" as a certificated or licensed employee of a local educational agency trained to administer the California Alternate Assessments (CAA) for students with significant cognitive disabilities.

The Superintendent or designee also shall appoint trained test administrator(s) to administer the CAASPP achievement tests and test examiner(s) to administer the California Alternate Assessments. A test examiner shall be a certificated or licensed employee of the district or county office of education. (5 CCR 850)

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

Note: Pursuant to 5 CCR 850, as amended by Register 2015, No. 48, a student's sibling is prohibited from serving as his/her translator or scribe during test administration.

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian or sibling shall not be eligible to be that student's translator or scribe. (5 CCR 850)

All test administrators, test examiners, proctors, translators, scribes, district and site test coordinators, and other persons having access to any of the CAASPP achievement tests and corresponding test materials, assessment technology platform, or tests administered pursuant to Education Code 60640 shall acknowledge the limited purpose of their access to the achievement tests by signing a test security affidavit. In addition, all district and site test coordinators shall sign a test security agreement before receiving any CAASPP achievement tests and corresponding test materials. The test security affidavit and test security agreement shall be those

set forth in 5 CCR 859. (5 CCR 850, 859)

Tests Included in the State Assessment System

Note: Pursuant to Education Code 60640 and 5 CCR 851.5, as added by Register 2015, No. 48, the CAASPP consists of the required assessments listed in items #1-3 below and optional use of a primary language assessment.

Note: Pursuant to Education Code 60640 and 99300-99301, the CAASPP also includes the Early Assessment Program (EAP) designed to assess the college readiness of students in grade 11 in English language arts and/or mathematics. The EAP is included within the summative assessments listed in item #1 below.

The district shall administer the following CAASPP assessments: (Education Code 60640; 5 CCR 851.5)

1. The CAASPP achievement tests for English language arts and mathematics in grades 3-8 and 11, except that:

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

a. Recently arrived English learners, defined pursuant to Education Code 60603 as English learners who are in their first 12 months of attending a school in the United States, shall be exempted from taking the English language arts assessment to the extent allowed by federal law. A recently arrived English learner may be administered the test upon request by his/her parent/guardian.

(cf. 6174 - Education for English Learners)

b. Students with disabilities who are unable to participate in the English language arts and mathematics assessments, even with the resources described in the section "Testing Variations" below, shall be provided an alternate test when designated in their individualized education program (IEP), as provided in item #3 below.

(cf. 6159 - Individualized Education Program)

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

Note: Education Code 60640 provides that the California Standards Tests will be administered in science at grades 5, 8, and 10. When available, the SBE shall adopt an assessment that is aligned with the Next Generation Science Standards, which were adopted by the SBE in September 2013.

2. Science assessments at grades 5, 8, and 10

However, students with disabilities who are unable to participate in the science

assessments, even with the resources described in the "Testing Variations" section below, shall be provided an alternate test when designated in their IEP, as provided in item #3 below.

(cf. 6142.93 - Science Instruction)

Note: Pursuant to 20 USC 1412 and Education Code 60640, students with disabilities must be included in the CAASPP program with accommodations where necessary (see section on "Testing Variations" below), unless they are exempted by their parents/guardians or are eligible to take an alternate assessment.

Note: For the English language arts and mathematics assessments, students with significant cognitive disabilities may be administered the CAA. For the science assessment, students with disabilities may take the CAPA or the California Modified Assessment, in accordance with their individualized education program (IEP).

3. For students with disabilities who are unable to take the tests specified in items #1-2 above, even with appropriate accommodations or other testing resources, and who have an IEP that designates the use of alternate tests at the applicable grade levels:

a. California Alternate Assessment in English language arts and mathematics for students with significant cognitive disabilities

b. For the science assessment, either the California Modified Assessment or, for students with significant cognitive disabilities, the California Alternate Performance Assessment

Note: The following paragraph is optional. In addition to administering the CAASPP achievement tests described in items #1-3 above to English learners, Education Code 60640 authorizes the district to administer a primary language assessment to English learners in grades 2-11. Education Code 60640 provides that districts may use the Standards-Based Test in Spanish (STS) for this purpose until a test is available that is aligned with the Common Core State Standards in English language arts. The SBE is required to adopt such an assessment to be used no later than the 2016-17 school year. Pursuant to 5 CCR 851.5, as amended by Register 2015, No. 48, the successor primary language assessment will be available for students in grade 3-8 and 11.

Note: Pursuant to Education Code 60640, the district will receive a per pupil apportionment from the state for administration of the primary language assessment to English learners.

In addition, the Superintendent or designee may administer a primary language assessment to English learners. Administration of this test shall not replace the administration of the above tests, administered in English, to English learners. (Education Code 60640)

***Note: The following paragraph is optional. Pursuant to Education Code 60640, the district may, at its own expense, administer the STS or successor state assessment to students in a dual immersion program who are not limited English proficient or who are redesignated fluent English proficient. If the district chooses to use the primary language assessment for this

purpose, it must enter into an agreement with the state testing contractor, subject to the approval of the CDE.***

The primary language assessment also may be used to assess students in a dual language immersion program who are not limited English proficient or who are redesignated fluent English proficient, subject to approval by the California Department of Education (CDE) of an agreement between the district and the state testing contractor. (Education Code 60640)

Exemptions

Note: In addition to the exemption of recently arrived English learners from the English language arts assessment (see item #1a in the section "Tests Included in the State Assessment System" above), Education Code 60615 allows students to be exempted from the CAASPP upon written request from their parents/guardians. 5 CCR 852 requires the district to notify parents/guardians regarding this exemption and provides that any exemption will be granted only for the current school year.

Note: Districts should be aware of the need to maintain a high student participation level on state assessments. Pursuant to 20 USC 6311, as amended by the Every Student Succeeds Act (P.L. 114-95), states must annually measure the achievement of not less than 95 percent of all students. The state legislature will need to determine how to factor the participation requirement into the state's school accountability system.

Each year the Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

(cf. 5145.6 - Parental Notifications)

A parent/guardian may annually submit to the school a written request to excuse his/her child from any or all parts of the CAASPP assessments for the school year, and such a request shall be granted by the Superintendent or designee. However, district employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)

Testing Period

***Note: Education Code 60640 requires the SBE to establish a testing window that allows all schools to administer the CAASPP tests at approximately the same time during the instructional year and takes into account the need to provide make-up days for students who were absent during testing. 5 CCR 855, as amended by Register 2015, No. 48, establishes the testing windows specified below beginning in the 2015-16 school year. Within these testing windows,

the district may establish its own testing dates.***

Note: The following section should be revised to reflect grade levels offered by the district. In addition, districts that do not maintain any schools on a year-round schedule may revise the following section to delete references to schedules based on tracks.

The Superintendent or designee shall establish testing days for district students within the following available testing windows: (5 CCR 855)

1. Assessments in English language arts and mathematics shall be administered between the date on which at least 66 percent of the school's or track's annual instructional days for grades 3-8, or at least 80 percent of the annual instructional days for grade 11, have been completed and the last day of instruction for the regular annual calendar of the school or track.

2. All science assessments, including CAPA and CMA, shall be administered during an available testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's or track's annual instructional days.

***Note: Item #3 below reflects the available testing window for the CAA effective beginning in the 2016-17 school year, pursuant to 5 CCR 855, as amended by Register 2015, No. 48. ***

3. Beginning in the 2016-17 school year, the CAA shall be administered during the available testing windows specified in item #1.

Note: Optional item 4 below is for use by districts that have chosen to administer the primary language assessment to English learners as authorized by Education Code 60640; see section "Tests Included in the State Assessment System" above.

4. The primary language assessment shall be administered to English learners within the testing window specified in item #2.

Note: Within the available testing windows specified above, the district may designate specific testing dates that will be used within the district. 5 CCR 855, as amended by Register 2015, No. 48, allows the district to designate one selected testing period for each school or track subject to the conditions specified below. If the district does not designate a selected testing period for a school or track, then the available testing windows specified in item #1 below shall be the selected testing period for that school or track.

Within the above testing windows, the Superintendent or designee may designate one testing period for each school or track or, if a school has multiple tracks, a selected testing period for each track. The district shall not exceed six selected testing periods within the available testing window. The testing period shall be no fewer than 25 consecutive instructional days and may be extended up to an additional 10 consecutive instructional days if still within the available testing window set forth in items #1-4 above. (5 CCR 855)

Students who are absent during testing shall be provided an opportunity to take the tests within

the testing window.

Testing Variations

Note: The following section describes allowable testing resources that may be used during test administration pursuant to 5 CCR 853.5-853.8, as amended by Register 2015, No. 48. For further information, see the CDE's matrix of allowable testing variations, available on its web site.

CAASPP achievement tests and the primary language test shall be administered in accordance with the manuals or other instructions provided by the test contractor or CDE except that, as appropriate, the following testing variations may be used: (5 CCR 850, 853-853.8)

1. Universal tools specified in 5 CCR 853.5 may be used with any student.
2. Designated supports specified in 5 CCR 853.5 and, if an English learner, in 5 CCR 853.7, may be used with a student for whom the need has been indicated by an educator or team of educators, with parent/guardian and student input as appropriate, or for whom the need is specified in the student's IEP or Section 504 plan.
3. Accommodations specified in 5 CCR 853.5 may be used with a student with disabilities when included in the student's IEP or Section 504 plan as resources that are regularly used in the classroom for the student's instruction and/or assessment(s). Such accommodations shall be either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment.

Note: 5 CCR 853.8, as added by Register 2015, No. 48, authorizes the use of "unlisted resources" (i.e., resources that have not been identified as a universal tool, designated support, or accommodation) with students with disabilities, provided that the resource is designated in the student's IEP or Section 504 plan and the CDE has approved the use of the resource. Pursuant to 5 CCR 853.8, the district must electronically submit a request to the CDE at least 10 business days prior to the first day of CAASPP testing, and the district will receive a response from the CDE within four business days of submitting the request. The CDE will not approve the use of an unlisted resource that threatens the security of the test or changes the construct being measured, including, but not limited to, those resources specified in 5 CCR 853.8. The district may nevertheless use a disapproved unlisted resource that changes the construct being measured, but the student will not be counted in the participation rate for state and federal accountability measures.

4. An unlisted resource that has not been specifically identified as an approved universal tool, designated support, or accommodation may be used with a student who has an IEP or Section 504 plan provided that the resource is one that is regularly used in the classroom for instruction and/or assessment and the CDE has approved its use. At least 10 business days prior to the student's first day of CAASPP testing, the district or school site test coordinator may electronically submit a request to the CDE for approval to use that unlisted resource during that year. If the CDE determines that the unlisted resource changes the construct being measured, the

unlisted resource may nevertheless be used with the student in order to generate an individual score report even though the student shall not be counted in the participation rate for accountability measures. (5 CCR 853.8)

Note: 5 CCR 853.8, as amended by Register 2015, No. 48, authorizes the use of "instructional supports" (i.e., all supports that may be used in daily instruction or assessment, including language and physical supports) during administration of the CAA, as described in the following paragraph.

In the administration of the CAA to a student with significant cognitive disabilities, the student may have all instructional supports that may be used in daily instruction or assessment, including language and physical supports, with the exception of any inappropriate test practices listed in test administration manuals. (5 CCR 850, 853.6)

Report of Test Results

Note: Education Code 60641 requires that valid test results for individual students, when available, be reported to the student's parents/guardians, school, and teacher(s). Pursuant to Education Code 60641, it is the Legislature's intent that districts are not precluded from using electronic media formats to provide this report, provided that the format secures the confidentiality of the student and the student's results. In addition, district personnel are not required to prepare individualized explanations of each student's test scores as part of the report described in the following paragraph.

For any state assessments that produce valid individual student results, the Superintendent or designee shall forward or transmit the student's test results to his/her parents/guardians within 20 working days from receipt of the results from the test contractor or, if the district receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to his/her school and teacher(s) and shall be included in his/her student record. (Education Code 60641; 5 CCR 863)

(cf. 5125 - Student Records)

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

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Buttonwillow Union School District

Board Policy

Developer Fees

BP 7211

Facilities

Note: Developer fees are one method of financing facilities available to the district. As amended by SB 50 (Ch. 407, Statutes of 1998), Government Code 65995 prohibit cities and counties from requiring development fees in excess of the maximum amounts set forth in Education Code 17620 to help fund school facilities. Government Code 65995 and, as amended by AB 127 (Ch. 35, Statutes of 2006), Government Code 65997 essentially repeal, until 2012, the Mira/Hart/Murrietta line of case law which had granted cities or counties the authority to deny development projects based on a determination as to whether school facilities were adequate to meet the demands created by the development. Districts with current Mira agreements should consult legal counsel in order to determine whether that agreement can be "grandfathered," and therefore exempted from the SB 50 requirements.

Note: See AR 7211 for detailed findings that must be made by the Governing Board prior to the levying of any developer fees. The following policy and regulation are optional.

In order to finance the construction or reconstruction of school facilities needed to accommodate students coming from new development, the Governing Board may establish, levy and collect developer fees on residential, commercial and industrial construction within the district, subject to restrictions specified by law and administrative regulation.

Appeals Process for Protests by Developers

Note: In addition to authorizing developer protests in accordance with Government Code 66020 and 66021, Education Code 17621 requires the Board to provide an appeals process for commercial/industrial fees when the district has analyzed the impact of these projects on a categorical rather than individual basis.

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Legal Reference:

EDUCATION CODE

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17582 District deferred maintenance fund

17620-17626 Levies against development projects by school districts

GOVERNMENT CODE

6061 One time notice
6066 Two weeks' notice
65352.2 Level 2 funding notification requirement
65864-65869.5 Development agreements
65995-65998 Payment of fees against a development project
66000-66008 Fees for development projects
66016-66018.5 Development project fees
66020-66025 Protests and audits
CODE OF REGULATIONS, TITLE 2
1859-1859.106 School facility program
COURT DECISIONS
Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Management Resources:

WEB SITES

Department of General Services, Office of Public School Construction:

<http://www.opsc.dgs.ca.gov>

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Buttonwillow Union School District

Administrative Regulation

Developer Fees

AR 7211

Facilities

Note: Government Code 65995 provides authority for three different levels of developer fees to be levied by school districts. Pursuant to Education Code 17620 and Government Code 65995, Level 1 fees for residential, commercial and industrial construction may be assessed as long as the district's Developer Fee Justification Study, as required by Government Code 66001, justifies the amount. Pursuant to Education Code 17620, some types of construction may be exempted. Districts should consult with legal counsel as appropriate.

Level 1 Funding: Residential, Commercial and Industrial Construction

Note: In order to levy or increase developer fees, Government Code 66001 requires that a district develop a Fee Justification Study which justifies the amount of the fee. The State Allocation Board sets the developer fee rates; these rates will be increased every two years. It is important to note that, in order to increase their rates, Government Code 66001 and 66016 requires districts to update their Fee Justification Study and to satisfy the notice and hearing requirements, as specified below. Education Code 17622 requires separate, special findings when levying fees on spaces enclosed for agricultural purposes.

Before taking action to establish, increase or impose developer fees, the Governing Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the public facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development for which the fee is imposed

Level 1 Funding: Notice and Hearing Requirements

Before levying developer fees or prior to increasing an existing fee, the Board shall schedule a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting, including a general explanation of the matter to be considered and a statement that the

required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed.

Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016) The resolution shall set forth:

1. The purpose of the fee and the public improvement(s) that the fee will be used to finance (Government Code 66006)
2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
3. The district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)

Note: In order to collect fees earlier than the date of final inspection or the issuance of a certificate of occupancy, the district must determine either item #a or #b below.

- a. That the fees are to reimburse the district for previous expenditures
- b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated and the district has adopted a proposed construction schedule or plan

Level 2 Funding: Residential Construction

Note: Government Code 65995.5 allows the Board to impose a fee on residential construction that is higher than the Level 1 fee limit set forth in Government Code 65995 if the district is considered eligible pursuant to Education Code 17071.10-17078.10 and a timely application is made to the State Allocation Board. In addition, Government Code 65995.5 requires the district to adopt a "Facility Needs Analysis" and to satisfy the cost-saving/revenue-enhancing measures described in that section. Government Code 65995.5 clarifies that developer fees may be expended on the costs of performing the needs analysis as well as on the administrative costs associated with collecting the fees.

In order to impose residential construction fees within the limits of Government Code 65995.5, the Board shall: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board for new construction funding for which it is eligible

***Note: The Needs Analysis required by Government Code 65995.6 serves a similar purpose as the Fee Justification Study detailed above, but specifies different legal requirements, as well as a different approval and adoption process. ***

2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6

3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D) (Government Code 65995.5)

Level 2 Funding: Notice and Hearing Requirements

Note: Government Code 65352.2, as added by AB 1367 (Ch. 396, Statutes of 2001), requires the district to provide the notification specified below to the appropriate city or county planning agency. If the parties decide to meet, Government Code 65352.2 specifies issues that may be considered at the meeting.

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

(cf. 7131 - Relations with Local Agencies)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

Note: Government Code 65995.6 provides that if the school facility needs analysis is revised during the period of public review or at the public hearing, the approval process must recommence (e.g., another 30-day review period, published notice, etc.).

This analysis may not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

No less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district.

If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

Note: Pursuant to Government Code 65995.6, the fees take effect immediately upon adoption and are effective for only one year. After one year, the district must repeat the adoption process.

The fees authorized by Government Code 65995.6 and Government Code 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Funding: Residential Construction

***Note: Government Code 65995.7 has authorized a district that is eligible to receive the Level 2 funding the authority to levy a still higher fee on residential construction (Level 3 Funding) upon a determination by the State Allocation Board that state funds are no longer available. However, with the passage of the 2002 School Facilities Bond (Proposition 47) and its implementing legislation, AB 16 (Ch. 33, Statutes of 2002), districts are prohibited from levying Level 3 fees until the 2004 primary election. ***

When Level 3 fees are authorized by law and the district qualifies for Level 2 funding pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to the requirements of Government Code 65995.7.

Level 3 Funding: Notice and Hearing Requirements

Pursuant to Government Code 65995.7, the notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 funding shall be the same as the requirements for Level 2 funding as specified above.

All Developer Funding Fees: Additional Requirements

The district shall send a copy of any resolution adopting or increasing developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the

boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)

Note: Item #2 below is optional and is intended to ensure that the district will have evidence that the required notification was delivered.

2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.

3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement

7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan

8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

The Board shall review the above information at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

Note: Pursuant to Government Code 66006, the district may establish a reasonable annual charge, based on estimated cost, for sending the above notice.

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

Note: Pursuant to Government Code 66001, if the findings are not made every five years as required, the district may be required to refund the moneys in the account or fund pursuant to Government Code 66006(e).

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

Appeals Process for Protests by Developers

Note: Pursuant to Education Code 17621, a developer may protest the imposition of any developer fees listed above in accordance with the requirements in Government Code 66020.

Developers of residential, commercial and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board. This notice shall include:
 - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest
 - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void or annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

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Buttonwillow Union School District

Board Policy

Independent Study

BP 6158

Instruction

***Note: Education Code 51745-51749.6 authorize districts to establish independent study programs to meet the educational needs of students. Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation, and BP/AR 6181 - Alternative Schools/Programs of Choice. ***

***Note: Education Code 51747 mandates that the Governing Board adopt a policy with specified components as a condition of receiving state apportionments for independent study students. In addition, Education Code 51749.5, as added by SB 858 (Ch. 32, Statutes of 2014), mandates that the Board adopt policy with specified components as a condition of offering a program of course-based independent study beginning in the 2015-16 school year. The mandated components are reflected throughout this policy and the accompanying administrative regulation. ***

***Note: When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students. ***

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6200 - Adult Education)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

(cf. 0420.4 - Charter School Authorization)
(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom setting.

***Note: Pursuant to Education Code 46300, the attendance of students participating in independent study for five or more consecutive school days will be included in computing average daily attendance for apportionment purposes. The following optional paragraph is for use by districts that wish to limit independent study to periods of five or more consecutive school days. ***

The minimum period of time for any independent study option shall be five consecutive school days.

Written Agreements

***Note: Education Code 51747 mandates that the Board adopt a policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study for five or more consecutive school days. As amended by SB 858 (Ch. 32, Statutes of 2014), Education Code 51747 provides that no independent study agreement can be valid for longer than one school year. ***

***Note: In addition, Education Code 51749.5, as added by SB 858, mandates that the Board adopt a policy providing that a "learning agreement" be maintained for each student participating in course-based independent study. ***

***Note: See the accompanying administrative regulation for required content of these agreements. ***

The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law. (Education Code 51747, 51749.5)

***Note: Education Code 51747 mandates that the Board, in a public hearing, adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 mandates that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind his/her peers as to increase, rather than decrease, the risk of dropping out of school. ***

***Note: The following paragraph sets one week, for all grade levels and types of programs, as the maximum length of time an independent study assignment should be completed. This paragraph should be revised to reflect the length of time determined by the Board. In order to ensure that apportionments are received, the district's written agreement should also be revised to reflect the length of time determined by the Board in its policy. ***

The master agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

***Note: Education Code 51747 mandates that the Board, in a public hearing, adopt a policy which specifies the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation. ***

***Note: The number of missed assignments that will trigger an evaluation must be included in the student's written agreement; see the accompanying administrative regulation. In order to ensure that apportionments are received, the district's written agreement should also be revised to reflect the number of assignments determined by the Board in its policy. ***

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

Student-Teacher Conferences

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

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.

Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.

Home-Based Independent Study

***Note: The following section is optional. ***

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

Program Evaluation

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

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities
41976.2 Independent study programs; adult education funding
42238 Revenue limits
42238.05 Local control funding formula; average daily attendance
44865 Qualifications for home teachers and teachers in special classes and schools
46200-46208 Instructional day and year
46300-46307.1 Methods of computing average daily attendance

47612.5 Independent study in charter schools
48204 Residency
48206.3 Home or hospital instruction; students with temporary disabilities
48220 Classes of children exempted
48340 Improvement of pupil attendance
48915 Expulsion; particular circumstances
48916.1 Educational program requirements for expelled students
48917 Suspension of expulsion order
49011 Student fees
51225.3 Requirements for high school graduation
51745-51749.6 Independent study programs
52522 Adult education alternative instructional delivery
52523 Adult education as supplement to high school curriculum; criteria
56026 Individuals with exceptional needs
58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550 Authorization affidavits
CODE OF REGULATIONS, TITLE 5
11700-11703 Independent study

19819 State audit compliance
UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
EDUCATION AUDIT APPEALS PANEL DECISIONS
Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

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

(3/05 7/10) 12/14

Buttonwillow Union School District

Administrative Regulation

Independent Study

AR 6158

Instruction

Educational Opportunities

Note: The following section is optional. Education Code 51745 lists educational opportunities that may be provided through independent study. The district may revise or expand items #1-5 below to reflect district practice.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum

3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum

4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

(cf. 0420.4 - Charter School Authorization)

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

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

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

(cf. 5113 - Absences and Excuses)

Note: The following paragraph is for use by districts maintaining high schools.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(cf. 6146.1 - High School Graduation Requirements)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

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

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

Note: The following paragraph limits eligibility for independent study to those students for whom state apportionments can be claimed. Education Code 46300.2 provides that districts will receive state funding for independent study for students who are residents of the county or an adjacent county. Pursuant to Education Code 51747.3, students whose residency status is based on parent/guardian employment within district boundaries (Education Code 48204(b)) are not eligible for funds apportioned for average daily attendance (ADA).

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.1 - District Residency)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Note: Education Code 46300.1 provides that the district may not receive apportionments pursuant to Education Code 42238 for independent study for students age 21 or older, or for students 19 or older who have not been continuously enrolled in grades K-12 since their 18th birthday. However, pursuant to Education Code 46300.4, these students may be eligible for independent study through the adult education program for courses required for high school graduation; see BP/AR 6200 - Adult Education.

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

Note: The following paragraph limits enrollment in independent study to those students for whom state apportionments can be claimed. Pursuant to Education Code 51745, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study. A pregnant student or a parenting student who is the primary caregiver for his/her child(ren) is not included in this cap.

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

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

(cf. 6184 - Continuation Education)

Master Agreement

***Note: Education Code 51747 mandates that, in order for the district to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the

following section. Because apportionments are provided only for independent study of five or more consecutive school days pursuant to Education Code 46300, written agreements are required only in such instances.***

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student

Note: Pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. See the accompanying Board policy.

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate

8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

Note: Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian, before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign, the parent/guardian's signature on the agreement satisfies the requirement to obtain his/her written permission.

9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

Note: Education Code 51749.5-51749.6 establish a course-based independent study option that may be offered if certain requirements are met, as described below. As a condition of offering this option, Education Code 51749.5 mandates that the district adopt policy or regulations that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

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

The district shall offer a course-based independent study program for students in grades K-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant

local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.

3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.

4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

(cf. 5125 - Student Records)

5. Examinations shall be administered by a proctor.

6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

7. A student shall not be required to enroll in courses included in this program.

8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his/her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel, that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Monitoring Student Progress

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

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Note: The CDE, in its Frequently Asked Questions available on its web site, clarifies that students in independent study are not subject to truancy laws. The determination of excused and unexcused absences is irrelevant because independent study students may complete assignments at any time and attendance is not the basis for credit.

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

Responsibilities of Independent Study Administrator

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

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

Note: Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios as described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study ADA would not be funded. AB 104 (Ch. 13, Statutes of 2015) amended Education Code 51745.6 to eliminate grade span as a factor in the computation of the ratios.

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

Note: The remainder of this section is optional and may be revised to reflect district practice.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement
2. Supervising and approving coursework and assignments

3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress

Note: Pursuant to Education Code 51747.5, the district may only claim apportionment credit for independent study based on the time value of student work products as personally judged in each instance by a certificated teacher. Education Code 51747.5 specifies that the teacher is not required to sign and date the work products.

7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

(cf. 3580 - District Records)

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Note: Education Code 51747, as amended by SB 828 (Ch. 29, Statutes of 2016), authorizes specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

(10/15 5/16) 7/16

Buttonwillow Union School District
 42600 Highway 58
 Buttonwillow CA 93206
 INTERDISTRICT ATTENDANCE AGREEMENT REQUEST

This is to request an Interdistrict Attendance Agreement for School Year 20 21 -20 22 for:

Name Antonio Frank Alas Grade _____ Name Cruz Cole Alas Grade _____
 Name _____ Grade _____ Name _____ Grade _____

Address 412 Sudan Ave. Zip Code 93206 Telephone 441-438-6924

Who lives in the Buttonwillow School District School District

To go to Rio Bravo School in the Rogusd School District

The reasons for this request are as follows: It would in the best interest for the children as to it would be easier for me and their father to make it to school because we both work in Bakersfield

If the reason given is child care, please fill in the following:

a. BABYSITTER Name _____
 Address _____ Zip Code _____ Telephone _____

b. PARENT EMPLOYMENT: Alas
 Father Daniel Name of Business HD Supply Work Hours & Days M-F 9am-6pm
 Business Address 3027 Landco Drive Telephone 441-335-7800
 Mother Keyona Cady Name of Business United DocuPrep Work Hours & Days M-F 8am-5pm
 Business Address 4801 Truxten Ave Suite 200 Telephone 661-578-5553

I declare under penalty of perjury that the above information is accurate to the best of my knowledge. I further acknowledge that attendance in a non-resident district is a privilege and not a right. I acknowledge that the district granting this request shall have the right to revoke and end this agreement if (1) the district of attendance makes a reasonable determination that the continuing presence of the student would interfere with the needs of the district, the best interests of the student, or both; and (2) the district of attendance gives five (5) school days notice prior to the revocation of this agreement. I understand that I have a right to appeal any decision regarding this request by either district to the county board of education pursuant to Education Code section 46601. I further understand that the Interdistrict Attendance Agreement only covers the school year indicated.

Signed Keyona C. Cady Date 7-15-2021
 Relationship Mother

For District Use Only

Request denied by _____ Date _____
 School District _____

Request granted temporarily by Administrative Agreement pending Board approval within 60 days of request.
 By [Signature] District Buttonwillow

Request granted by the governing boards of the school districts above named for the school year 20 _____ - 20 _____, subject to the following terms:

a. Parents provide own transportation. Yes No
 b. District of attendance to receive the average daily attendance for apportionment purposes. Yes No

District of Residence _____ District of Attendance _____

Agreement Approved _____ Agreement Approved _____

By _____ By _____

Butttonwillow Union School District
 42600 Highway 58
 Butttonwillow CA 93206
 INTERDISTRICT ATTENDANCE AGREEMENT REQUEST

This is to request an Interdistrict Attendance Agreement for School Year 20 21 -20 22 for:

Name Juan "Alexander" Garcia Grade 8 Name _____ Grade _____

Name Johnathan Angel Garcia Grade 5 Name _____ Grade _____

Address 4844 Cebrion Ave., CA Zip Code 93254 Telephone (661) 805-4642

Who lives in the Cuyama Valley Joint Unified School District

To go to Butttonwillow School in the Butttonwillow Union School District

The reasons for this request are as follows: They're already attending Butttonwillow Union School.

I want to Continue to excel their education here. I also work here on campus.

If the reason given is child care, please fill in the following:

a. BABYSITTER Name _____
 Address _____ Zip Code _____ Telephone _____

b. PARENT EMPLOYMENT:

Father Juan Garcia Name of Business Goldsmith Con. Work Hours & Days Mon-Fri 4:00 -3:30pm
 Business Address 24526 Lerdo Hwy Butttonwillow CA Telephone (661) 809-8867
93206

Mother Serena Garcia Name of Business Butttonwillow Union Work Hours & Days Mon-Fri 8:00 -4:30pm
 Business Address 42600 Hwy 58 Butttonwillow Telephone (661) 764-9405
CA 93206 School District (661) 764-5248

I declare under penalty of perjury that the above information is accurate to the best of my knowledge. I further acknowledge that attendance in a non-resident district is a privilege and not a right. I acknowledge that the district granting this request shall have the right to revoke and end this agreement if (1) the district of attendance makes a reasonable determination that the continuing presence of the student would interfere with the needs of the district, the best interests of the student, or both; and (2) the district of attendance gives five (5) school days notice prior to the revocation of this agreement. I understand that I have a right to appeal any decision regarding this request by either district to the county board of education pursuant to Education Code section 46601. I further understand that the Interdistrict Attendance Agreement only covers the school year indicated.

Signed Serena Garcia Date 8/3/2021
 Relationship mother

For District Use Only

- Request denied by _____ Date _____
 School District _____
 - Request granted temporarily by Administrative Agreement pending Board approval within 60 days of request.
 By _____ District _____
 - Request granted by the governing boards of the school districts above named for the school year 20____ - 20____, subject to the following terms:
 - a. Parents provide own transportation. Yes No
 - b. District of attendance to receive the average daily attendance for apportionment purposes. Yes No
- District of Residence _____ District of Attendance _____
 Agreement Approved _____ Agreement Approved _____
 By _____ By _____

Buttonwillow Union School District
 42600 Highway 58
 Buttonwillow CA 93206
INTERDISTRICT ATTENDANCE AGREEMENT REQUEST

This is to request an Interdistrict Attendance Agreement for School Year 20 21 -20 22 for:

Name Triskelle Enro Grade 8 Name Nichole Bethell Grade TK

Name _____ Grade _____ Name _____ Grade _____

Address 518 Harding Ave. Zip Code 93208 Telephone (760) 937-1336

Who lives in the Taft City School District School District

To go to Buttonwillow Elementary School in the Buttonwillow Union School District

The reasons for this request are as follows: Mother is employed with BWUSD.

If the reason given is child care, please fill in the following:

a. BABYSITTER Name _____
 Address _____ Zip Code _____ Telephone _____

b. PARENT EMPLOYMENT:

Father Alec Ballard Name of Business Westside Waste Work Hours & Days 5a-4p M-F
 Business Address 274 E. Cedar St. Taft, CA 93268 Telephone (661) 763-5135

Mother Tierney Ballard Name of Business BWUSD Work Hours & Days 7:30a - 4p M-F
 Business Address 42600 Hwy 58, Buttonwillow CA Telephone (661) 764-5166

I declare under penalty of perjury that the above information is accurate to the best of my knowledge. I further acknowledge that attendance in a non-resident district is a privilege and not a right. I acknowledge that the district granting this request shall have the right to revoke and end this agreement if (1) the district of attendance makes a reasonable determination that the continuing presence of the student would interfere with the needs of the district, the best interests of the student, or both; and (2) the district of attendance gives five (5) school days notice prior to the revocation of this agreement. I understand that I have a right to appeal any decision regarding this request by either district to the county board of education pursuant to Education Code section 46601. I further understand that the Interdistrict Attendance Agreement only covers the school year indicated.

Signed [Signature] Date 07/20/2021
 Relationship Mother

For District Use Only

- Request denied by _____ Date _____
 School District _____
 - Request granted temporarily by Administrative Agreement pending Board approval within 60 days of request.
 By _____ District _____
 - Request granted by the governing boards of the school districts above named for the school year 20 _____ - 20 _____, subject to the following terms:
 - a. Parents provide own transportation. Yes No
 - b. District of attendance to receive the average daily attendance for apportionment purposes. Yes No
- District of Residence _____ District of Attendance _____
 Agreement Approved _____ Agreement Approved _____
 By _____ By _____

Buttonwillow Union School District
 42600 Highway 58
 Buttonwillow CA 93206
INTERDISTRICT ATTENDANCE AGREEMENT REQUEST

This is to request an Interdistrict Attendance Agreement for School Year 20 21 -20 22 for:

Name Lexi Raquel Garcia Grade 4 Name _____ Grade _____

Name _____ Grade _____ Name _____ Grade _____

Address 4646 Morales St. New Cuyama Zip Code 93254 Telephone (661) 662-1850

Who lives in the Cuyama Joint Unified School District

To go to Buttonwillow School in the Buttonwillow Union School District

The reasons for this request are as follows: I'm working in that area, and also

The school online does not accommodate, it's very inconvenient for her. Plus she has family

If the reason given is child care, please fill in the following: attending this school. she will have transportation at all times.

a. BABYSITTER Name _____ Address _____ Zip Code _____ Telephone _____

b. PARENT EMPLOYMENT:

Father _____ Name of Business _____ Work Hours & Days _____
 Business Address _____ Telephone _____

Mother Sarah McBrien Name of Business Kba Engineering Work Hours & Days Mon-Fri 5:00-1:30
 Business Address 2157 Mohawk Bakersfield CA 93308 Telephone (661) 662-1850

I declare under penalty of perjury that the above information is accurate to the best of my knowledge. I further acknowledge that attendance in a non-resident district is a privilege and not a right. I acknowledge that the district granting this request shall have the right to revoke and end this agreement if (1) the district of attendance makes a reasonable determination that the continuing presence of the student would interfere with the needs of the district, the best interests of the student, or both; and (2) the district of attendance gives five (5) school days notice prior to the revocation of this agreement. I understand that I have a right to appeal any decision regarding this request by either district to the county board of education pursuant to Education Code section 46601. I further understand that the Interdistrict Attendance Agreement only covers the school year indicated.

Signed Sarah McBrien Date 8/3/2021
 Relationship Mom

For District Use Only

Request denied by _____ Date _____
 School District

Request granted temporarily by Administrative Agreement pending Board approval within 60 days of request.
 By _____ District _____

Request granted by the governing boards of the school districts above named for the school year 20 _____ - 20 _____, subject to the following terms:

- a. Parents provide own transportation. Yes No
- b. District of attendance to receive the average daily attendance for apportionment purposes. Yes No

District of Residence _____ District of Attendance _____

Agreement Approved _____ Agreement Approved _____

By _____ By _____

Buttonwillow Union School District
 42600 Highway 58
 Buttonwillow CA 93206
INTERDISTRICT ATTENDANCE AGREEMENT REQUEST

This is to request an Interdistrict Attendance Agreement for School Year 20 21 -20 22 for:

Name TERESON ERRO Grade 5 Name _____ Grade _____

Name _____ Grade _____ Name _____ Grade _____

Address 601 E. ST. TAFT, CA Zip Code 93268 Telephone 661-623-5902

Who lives in the Taft City School District _____

To go to Buttonwillow School in the Buttonwillow Union School District _____

The reasons for this request are as follows: Mother employed with district.

If the reason given is child care, please fill in the following:

a. BABYSITTER Name _____
 Address _____ Zip Code _____ Telephone _____

b. PARENT EMPLOYMENT:

Father _____ Name of Business _____ Work Hours & Days _____
 Business Address _____ Telephone _____

Mother Theresa Erro Name of Business BWUSD Work Hours & Days M-F 7:30-3:15
 Business Address 42600 Hwy 58, Buttonwillow, CA Telephone 661 764 5166

I declare under penalty of perjury that the above information is accurate to the best of my knowledge. I further acknowledge that attendance in a non-resident district is a privilege and not a right. I acknowledge that the district granting this request shall have the right to revoke and end this agreement if (1) the district of attendance makes a reasonable determination that the continuing presence of the student would interfere with the needs of the district, the best interests of the student, or both; and (2) the district of attendance gives five (5) school days notice prior to the revocation of this agreement. I understand that I have a right to appeal any decision regarding this request by either district to the county board of education pursuant to Education Code section 46601. I further understand that the Interdistrict Attendance Agreement only covers the school year indicated.

Signed [Signature] Date 07/20/2021
 Relationship mother

For District Use Only

- Request denied by _____ Date _____
 School District _____
 - Request granted temporarily by Administrative Agreement pending Board approval within 60 days of request.
 By _____ District _____
 - Request granted by the governing boards of the school districts above named for the school year 20____ - 20____, subject to the following terms:
 - a. Parents provide own transportation. Yes No
 - b. District of attendance to receive the average daily attendance for apportionment purposes. Yes No
- District of Residence _____ District of Attendance _____
 Agreement Approved _____ Agreement Approved _____
 By _____ By _____

Buttonwillow Union School District

Administrative Regulation

Uniform Complaint Procedures

AR 1312.3

Community Relations

Note: 5 CCR 4621 mandates that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4670. Additionally, 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 (LCAP) and Education Code 8235.5 mandates districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in license-exempt California State Preschool Programs (CSPP). 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 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.

Note: Apart from these mandates, state law authorizes the use of 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 pregnant and parenting students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, former juvenile court school students, 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" 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.

Note: The following paragraph specifies that the compliance officer will be the same person designated to serve as the Title IX Coordinator for addressing complaints of sexual harassment pursuant to AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Districts may modify this regulation to designate different district employees to serve these functions.

The district designates the individual(s), position(s), or unit(s) identified below as 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 responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The 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)

(cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)

(title or position)

(unit or office)

(address)

(telephone number)

(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 the compliance officer has a bias or conflict of interest that would prohibit 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 require employees responsible for compliance and/or for investigating and resolving complaints to be 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 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: 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.

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 5145.6 - Parental Notifications)

Note: 5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. The following list reflects those required components and additional content of the notice listed in CDE's FPM instrument.

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

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 a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint must be filed no later than one year from the date the alleged violation occurred
4. A statement that, in the case of a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, a UCP complaint must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. 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

6. 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)

7. 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)

8. 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

9. A statement that the complainant has a right to appeal the district's investigation report to CDE for programs within the scope of the UCP 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

10. 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

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

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 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 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.

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, 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 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 may be filed by any individual, public agency, or organization. (5 CCR 4630)

Note: Education Code 49013 and 52075 mandate 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 or violates any requirement related to the LCAP.

2. Any complaint alleging noncompliance with law regarding the prohibition against 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.

Note: Pursuant to 5 CCR 4630, as amended by Register 2020, No. 21, complaints related to the LCAP must be filed within a year of the date that the reviewing authority approves the district's LCAP. Pursuant to Education Code 52070, the County Superintendent of Schools is the reviewing authority for district LCAPs.

3. A UCP complaint shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date 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)

5. 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 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.

6. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform 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.

Within three business days after receiving the complaint, 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 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 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 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 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.

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. 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)

Timeline for Investigation Report

Note: Pursuant to 5 CCR 4631, the district's investigation report 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.

Note: Pursuant to 5 CCR 4631, only a complainant has the right to receive the investigation report and to file 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.

Note: 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 a written investigation report, as described in the section "Investigation Report" 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 investigation report at the same time it is provided to the complainant.

OPTION 2:

Unless extended by written agreement with the complainant, the investigation report 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 "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

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)

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)

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, shall be sent the district's investigation report, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

Note: 5 CCR 4631, as amended by Register 2020, No. 21, specify components that should be part of the district's investigation report. 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 investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report 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), now the Student Privacy Protection Office, 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.

Note: 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 an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report 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 investigation report 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 is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the investigation report 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.

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

1. 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
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

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 cocurricular 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.

(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 physical education, pursuant to Education Code 51222 and 51223. Districts that do not maintain elementary schools should delete reference to physical education below.

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

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, 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, 51222, 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 complainants may appeal to CDE if they disagree with the district's decision on any matter within the scope of the UCP, as provided below. As amended by Register 2020, No. 21, 5 CCR 4632 changes the timeline for filing an appeal to CDE from 15 calendar days to 30 calendar days.

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

Note: 5 CCR 4632, as amended by Register 2020, No. 21, expands the bases upon which an appeal may be filed with CDE.

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including as least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Note: 5 CCR 4633, as amended by Register 2020, No. 21, requires the district to submit the following documents to CDE within 10 days after the district has been notified that an appeal has been filed. The district's failure to provide a timely and complete response may result in CDE ruling on the appeal without considering information from the district.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. 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

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

5. A copy of the district's UCP

6. Other relevant information requested by CDE

Note: Pursuant to 5 CCR 4632, as amended by Register 2020, No. 21, if CDE determines that the district's investigation report failed to address an allegation raised by the complaint and subject to the UCP process, CDE will notify the district and direct the district to investigate and address such allegation(s) as follows.

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Note: Pursuant to 5 CCR 4633, CDE is required to issue a written decision regarding the appeal within 60 days of CDE's receipt of the appeal, unless extended by written agreement with the appellant or documentation by CDE of exceptional circumstances. Within 30 days of the appeal decision, either party may request reconsideration by the Superintendent of Public Instruction or designee.

Note: Pursuant to 5 CCR 4650, 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 investigation report; (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; or (3) the complainant 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.

Health and Safety Complaints in License-Exempt Preschool Programs

Note: The following section is for use by districts that operate any license-exempt CSPP program. Education Code 8235.5 mandates districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in a license-exempt CSPP program. Pursuant to Education Code 8235.5, the district must use the UCP, with modifications

as necessary, to resolve such complaints. Pursuant to 5 CCR 4610, as amended by Register 2020, No. 21, such complaints must be addressed through the procedures described in 5 CCR 4690-4694.

Note: See the accompanying exhibits for a sample classroom notice and complaint form.

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

In each license-exempt CSPP classroom, a notice shall be posted notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. (Education Code 8235.5; 5 CCR 4690)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint and shall contain a space to indicate whether the complainant desires a response to the complaint. If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. (Education Code 8235.5; 5 CCR 4690)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)

Adopted:

Amendment No. 2 Buttonwillow Union School District

Agreement: FACILITY SOLUTIONS AGREEMENT

Original Agreement Effective Date: September 14th, 2020

Amendment No.: 02

This Amendment, made by and between Famand, Inc (dba SiteIQ), hereinafter designated as "SiteIQ", and the Buttonwillow Union Elementary School District hereinafter designated as "Customer", mutually agree to the following changes in the above contract between the parties; hereinafter called the "Original Agreement":

**Item #1: GPS Ionizer Engineered Infection Protection System Installations
School-Wide**

**Item #2: Replacement of all HVAC Systems 15 years and Older within the
School**

The above scope is presented as an Amended Exhibit C of the contract on the following pages:

Total Investment Amendment No.: 02

\$ 403,671

Sincerely,

Customer Approval:



Christopher Bristow, P.E., CEM

Signature: _____

Name: _____

Title: _____

Date: _____

AMENDED EXHIBIT C

PROJECT SCOPE OF WORK INDEX

- Section 2.2 School Wide Engineered Infection Protection Proposed Scope of Work
Section 2.3 HVAC Unit Replacement Scope of Work
Section 3.3 Proposed Project Installation Timeline & Coordination

2.2 School Wide Engineered Infection Protection Proposed Scope of Work

2.2.1 EIP Scope of Work at Buttonwillow Elementary

This proposal includes a total of (41) needle point bi-polar ionization devices manufactured by Global Plasma Solutions (GPS) to be installed on the existing HVAC systems school wide. The GPS devices create negative and positive Ions, which are nature's cleaning agent. GPS devices will help in reducing airborne particles (dust, pollen) via agglomeration, odor reduction (VOC's) and pathogen reduction (bacteria, viruses, mold spores). GPS devices have been tested to be effective in inhibiting and eradicating SARS-CoV-2 strain of Coronavirus commonly known as COVID-19. GPS devices do not take the place of CDC guidelines for preventing the contraction or spread of COVID-19.

The following lists in detail the EIP Scope of Work to be performed for the existing HVAC units at the site listed below:

- Provide and install (41) GPS-FC48-AC self-cleaning Needle Point Bi-polar ionization devices, as listed in the Scope of Work below. The FC48 creates 400 Million Ions/CC/Sec and is UL867 and UL2998 listed as ozone free.
- Provide and install necessary electrical material to power the GPS device from an existing power source.
- Provide and install necessary mounting hardware required for the equipment being installed.
- Daily removal of debris generated by SitelogIQ personnel.
- Equipment check, test, and start up by SitelogIQ technicians.
- One-year warranty on all SitelogIQ supplied materials and labor.

Site Name:	Site Address:	QTY.
Buttonwillow Elementary School	42600 Hwy 58, Buttonwillow, CA, 93206	41

2.2.1 EIP Assumptions and Clarifications

- This above Scope of Work is an Amended Exhibit C of the contract. Any terms and conditions stated herein supersede any other contract statements or wording which may conflict.
- Though unanticipated there may be some changes to the scope of work based on GPS unit quantities & other unknown pre-existing conditions. Should they arise, a fair and equitable solution will be negotiated in good faith between the Customer and SitelogIQ for any credits or additional costs required.
- SitelogIQ includes DIR reporting, prevailing wage labor and other applicable provisions required for public sector projects.
- The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this quotation. SitelogIQ shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
- This proposal is based on the assumption that unfettered access to the work areas will be provided to SitelogIQ and its subcontractors. All work is to be performed during normal business hours, Monday-Friday 7am-4pm.
- SitelogIQ assumes that the existing system(s) and its components to be re-used (HVAC units, piping, ductwork, electrical, roofing, ductwork, etc.) are in proper operating condition. SitelogIQ cannot warrant the performance of pre-existing equipment and systems.
- The use of the proposed technology is not intended to take the place of reasonable precautions to prevent the transmission of pathogens, including, but not limited to COVID-19. It is important to comply with all applicable public health laws and guidelines issued by federal, state, and local governments and health authorities as well as official guidance published by the Centers for Disease Control and Prevention (CDC), including but not limited to social distancing, hand hygiene, cough etiquette, and the use of face masks.

2.2.2 EIP Scope of Work Exclusions

- All Electric power wiring other than required to support the installation of the GPS devices.
- Design Engineering, Acoustical Engineering, noise reduction provisions, mechanical permits, project bonding.
- Fire sprinklers, Fire override control, Smoke Detector monitoring or fire life safety controls.

- DSA fees, reviews and approvals. (DSA exempted project)
- Repairs or replacement of any building, electrical or HVAC systems that are not functioning properly as a result of pre-existing condition; duct leakage testing or repairs.
- New concrete, sheet rock, wood and tile cutting & patching, any sheet rock & concrete work; framing; carpentry; roofing; painting; floors or ceilings, soffits or shafts for ductwork, piping, HVAC units and appliances; roof screens.
- Install on Ductless systems, make up air systems, and unit heaters. Unless mentioned above.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- Ion concentration sensors, on-going monitoring & testing to confirm effectiveness of the proposed technology on pathogen mitigation and removal.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Overtime labor.
- Any and all items not specified in this scope and not shown on the mentioned above plans.

2.3 HVAC REPLACEMENT SCOPE OF WORK

2.3.1 Basis of Design and Engineering

The intent of this project is to reduce the Customer's utility costs and operational expenses by replacing the HVAC equipment at Buttonwillow Elementary with new high energy efficient units identified in the HVAC scope of work below.

As requested, Contractor will be replacing the existing units listed below in Section 2.3.2 with new higher efficient equipment of equal capacity. These in-kind replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems. Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms or any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on the energy efficiency and economic viability. These retrofits are like-for-like equipment replacements that are not structural in nature. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement or addition of small light-weight HVAC systems. According

to State of California Division of State Architect Office of Regulation Service Policy #97-08, IR A-10 (Exemption from DSA Approval document, issued on 1/7/19), IR A-22, IR 11B-6 and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems only and is considered maintenance related replacements that do not alter or affect primary or secondary framing members. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

In the absence of the reliable as-built drawings, Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the Customer and Contractor for any additional costs required.

Contractor will use the current 2019 Title-24, 2019 California Building Code (CBC), 2019 California Plumbing Code (CPC), 2019 California Mechanical Code (CMC), the California Electrical Code (CEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

2.3.2 Mechanical Scope of Work

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new/old equipment to/from the project site.
- Provide and install new package/split system HVAC units as detailed below.
- Provide sheet metal transitions as required to connect new unit to existing duct work.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect existing electrical service to new equipment with new disconnects, as required.
- Reconnect existing flue pipes, condensate, and refrigerant lines, as required.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Daily removal of debris created by Contractor personnel.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of new HVAC units included in this project are listed below:

Buttonwillow Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER Meets T-24 Requirements	Heating Efficiency AFUE % Meets T-24 Requirements
Cafeteria	1	12.5	Pkg GE	York or Equal	Yes	Yes
Cafeteria	1	4	Pkg GE	York or Equal	Yes	Yes
Rooms 1-12	12	5	Pkg GE	York or Equal	Yes	Yes
Office	2	5	Pkg GE	York or Equal	Yes	Yes
Rooms 14A, 14B, Healthy Start	3	3.5	HP	Bard	Yes	N/A

Notes:

- * - H/P – denotes Heat Pump system unit.
- ** - G/E – denotes Gas Electric system unit.
- *** - Equipment brand noted above can be substituted with equal equipment based on the availability at the time of the scheduled installation, constructability and other considerations as determined by the Project Manager.

2.3.3 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

- The price does not include any amounts for changes in taxes, commodity pricing fluctuations, tariffs, or other similar charges that are enacted after the date of this quotation. SitelogIQ shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, commodity pricing fluctuations, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to

change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.

- Humidity control for any areas retrofitted with DX systems.
- Plumbing, Fire Sprinklers, Design Engineering, Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code, duct leakage testing or repairs. All systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- DDC controls; economizers where not required by code; existing gas piping & pressure regulators upgrades.
- All hazardous materials work and abatement, i.e., asbestos, lead etc.
- Overtime, any request by Customer to change working times may result in a change order for added overtime rates.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- DSA fees, reviews, and approvals (exempted).
- Any items not specified in this Scope.

3.3 Amendment Proposed Project Installation Timeline & Coordination

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. SitelogIQ will provide retrofit services in Phases.

The Customer shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by SitelogIQ may need to be vacated to ensure the safety of the occupants. It will be the Customer's responsibility to temporarily relocate the students to other classrooms and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of Customer's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. SitelogIQ will work with the Customer to develop a detailed project schedule. Once the project schedule is confirmed, SitelogIQ will provide the Customer with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining all

necessary equipment, parts and materials needed for installation. It is anticipated the construction phase of this project would be completed the Summer/Fall of 2021.

Customer and its representatives shall coordinate all the project activities with SitelogIQ's Project Manager only.

July 27, 2021

DISTRICT SUPERINTENDENT

Buttonwillow Unified School District
42600 Highway 58
Buttonwillow, CA 93206

RE: Medi-Cal Administrative Activities Claiming Agreement – KCSOS AGT# 22-0473

Submitted for your signature are two (2) original copies of the above referenced contract/agreement/amendment/grant.

- * Please sign or have the appropriate authorized person sign the enclosed agreements in **blue ink**.
- * Please complete the information on the signature page.
- * Return **one (1) signed original** to the address below.
- * Please return the signed agreement no later than **August 10th, 2021**.

For questions or concerns regarding this agreement, contact Elsa Flores at (661) 636-4653, or elflores@kern.org.

PLEASE RETURN SIGNED ORIGINAL TO:

Kern County Superintendent of Schools
Attn: Elsa Flores - Contracts
1300 17th Street - 6th Floor
Bakersfield, CA 93301-4533

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools



Maria Arias
District/LEA Fiscal Analyst
Administration, Finance & Accountability

MCB:MA:ef
Enc.

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

MEDI-CAL ADMINISTRATIVE ACTIVITIES
CLAIMING AGREEMENT

This Agreement is made effective this 1st day of July, 2021, by and between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS** ("KCSOS"), a constitutional officer with jurisdiction over a political subdivision of the State of California, Tax I.D. No. 95-6000941, located at 1300 17th Street, Bakersfield, California, 93301-4533, hereinafter referred to as the Local Educational Consortium ("LEC"); and **Buttonwillow Union School District**, a political subdivision of the State of California, Tax I.D. No. 95-6000425, located at 42600 Highway 58, Buttonwillow, CA 93206, hereinafter referred to as the Local Educational Agency ("LEA").

I. RECITALS

- A. The LEC and the LEA desire to establish a means of claiming reimbursement from the Department of Health Care Services ("DHCS") for costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions Code section 14132.47.
- B. The LEC has been designated as the Local Educational Consortium responsible for administering the Medi-Cal Administrative Activities ("MAA") claiming process for all participating LEA's in Service Region 8.

II. AGREEMENT

- A. Term and Termination. This Agreement shall remain in effect until terminated. This Agreement may be terminated without cause at the end of any quarter by either party on written notice, which notice shall be given at least 60 days prior to the start of the quarter after which participation will terminate.
- B. LEC Responsibilities:
 - 1. As mandated by the DHCS, provide a software platform (also referred to from time to time as the "System" or "System Service") through a third party administrator, through which the LEA shall utilize the random moment time study (RMTS) process. Although the LEC will make every reasonable effort to facilitate use of the software platform, the LEC is not responsible for problems resulting from software platform or system errors;
 - 2. Perform desk and site reviews on a rotating basis as prescribed by DHCS to monitor compliance with all federal and state program requirements;
 - 3. Act as liaison between DHCS and LEA;
 - 4. Prepare and submit quarterly invoices to DHCS;

5. Receive and distribute all of LEA's MAA reimbursements as set forth below in section F of this agreement;
6. Maintain a file of documents pursuant to program retention requirements;
7. Attend statewide and regional MAA training sessions, receive and review MAA-related correspondence from state and federal agencies, distribute new information to the LEA's MAA Coordinator, and actively participate in policy and problem resolution discussions with regional, state and federal entities.

C. LEA Responsibilities:

1. Appoint a MAA coordinator and alternate LEA contact for all MAA activities of the LEA and provide the LEC with contact information. In addition, the LEA agrees to provide the LEC contact information for fiscal staff involved, including those responsible for pulling data and signing invoices. Failure to provide the LEC with current contact information may result in lost revenue to the LEA;
2. Ensure attendance by the MAA Coordinator and other LEA staff at MAA training sessions;
3. Submit all information requested by the LEC necessary for administration and oversight of the MAA Program in a manner and at a time prescribed by LEC, including without limitation a quarterly roster of all LEA MAA staff participants;
4. Oversee timely completion of time study information by LEA staff;
5. Submit invoices to the LEC in a manner and at a time prescribed by LEC. The LEA is responsible for the accuracy of the financial information. It is critical that this information is thoroughly reviewed by the LEA prior to submission to the LEC. The LEC is NOT responsible for auditing or otherwise determining the accuracy of the financial information used for the preparation of the LEA's invoices;
6. Submit accurate information. If the LEC has a reasonable basis for believing that the LEA did not comply with the rules and regulations concerning time surveying or provided inaccurate or incomplete financial information, the LEC shall have the right to (1) delay processing invoices until accurate information is provided by the LEA, or (2) if circumstances warrant, decline to submit invoices for any quarters that would be affected by any incomplete or inaccurate information. If it comes to LEC's attention that errors were committed by the LEA after an invoice has been submitted to DHCS, the LEC will revise the invoice to correct those errors;
7. Execute and comply with the procedures related to the LEA Medi-Cal tap match. Agreement for Disclosure and Use of Medi-Cal Data is attached to the agreement as Exhibit A.
8. The RMTS software platform may be accessed only by employees of the LEA who have a need to access for RMTS purposes. The LEA is a permissive user of the RMTS software platform and agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform, including but not limited to the following:

- a. The LEA and its officers, agents, and employees are permissive users of a nonexclusive, nontransferable right and license to access via the Internet and use the RMTS System Service and any provided documents (the "Documentation") to the extent reasonably necessary. This includes incorporating any provided Documentation, in whole or in part, into other written materials prepared by or for the LEA with respect to the System Service solely for the LEA's internal use, and reproducing and distributing modified and original versions of provided Documentation, in hard copy or online format, as part of the LEA's Documentation for the System Service, and, if the Documentation is in an online format, allowing authorized LEA users to make print copies of the same solely for internal use.
- b. The System may be accessed only by 1) LEA employees who have a need to access the System Service for appropriate MAA Program purposes; or 2) LEA subcontractors and their employees, subject to prior written notification to and approval by the LEC and the LEC's third party administrator. Those users may be referred to herein as "Agency Users." Such approval may include requirements for subcontractors and their employees to execute appropriate confidentiality and non-use agreements at any time before or after being approved for access. Agency Users may access the System solely for MAA Program purposes and shall be required to maintain the System Service and provided Documentation as confidential and proprietary to the LEC's third party administrator. The LEA shall not use or grant to any person or entity other than authorized Agency Users the right to use the System Service. The LEA and Agency Users shall not distribute, market, or sublicense the System Service. The LEC and the LEC's third party administrator may restrict access or require the LEA to restrict access to the System Service by any Agency User who violates the confidentiality or proprietary rights in the System Service.
- c. The LEA shall ensure that appropriate proprietary notices indicating the third party administrator's Intellectual property rights in the System Service and related Documentation are placed on all copies of written materials distributed by the LEA. Examples of such documentation include training materials and manuals.
- d. The LEA shall not distribute or knowingly permit distribution of System Documentation or intellectual property to any individual or organization not authorized as an Agency User.
- e. The LEA shall not transfer or permit access to the System Service to any third party or permit any Agency User to transfer or allow access to the System Service to any unauthorized person except as may be required by lawful court order or as a requirement by direction of state person, except as may be required by lawful court order or as a requirement by direction of state or federal authorities having jurisdiction over the reporting of time by Agency and Agency Users.
- f. The LEA shall not decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion of it and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion thereof.

- g. The LEA will take reasonable steps to protect the System Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to the LEC and its third party administrator any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the System Service, including all deletions of any data by Agency Users.
 - h. Subject to the license rights granted to the LEA, all right, title, and interest in and to the System Service, including intellectual property rights and technology inherent in System Service, are and at all times will remain the sole and exclusive property of the LEC's third party administrator. No right to use, print, copy, distribute, integrate, or display the System Service, in whole or in part, is granted in this Agreement, except as may be explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to the LEA any right, title, or interest in or to intellectual property rights or other rights in and to the System Service or trademarks.
 - i. Except as expressly authorized by this Agreement, the LEA shall not use, display, copy, distribute, modify, or sublicense the System Service. In addition, the LEA shall not modify, transfer, rent, or lease the System Service, or alter, remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the System Service, and expressly agrees not to circumvent or knowingly permit third parties to circumvent any security or other protections within the System Service.
 - j. The LEA acknowledges that the System Service and Documentation contain trade secrets, disclosure of which would cause substantial harm that could not be remedied by the payment of damages alone. Accordingly, the LEC's third party administrator will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of these restrictions.
9. The LEA must submit completed moments as prescribed by program guidelines. If the LEA fails to complete the moments within the required guidelines, participation in the program may be limited and reimbursement lost. The LEC reserves the right to disqualify the LEA from participation for one or more quarters if there are recurring instances of non-responsive participants or other non-compliance issues. The LEC/LGA will monitor claiming unit compliance throughout the claiming period. If a claiming unit has been selected for at least 14 moments and has less than an 85% compliance rate, the following shall apply:
- First occurrence – The LEC/LGA will notify DHCS via email of the claiming unit's non-compliance and DHCS will work with the LEC/LGA to issue a warning letter to the claiming unit's Superintendent, Chief Business Official, and/or other designee.
 - Second occurrence (within the subsequent 12 months) – When it is determined that a claiming unit is non-compliant for 2 quarter where 85% compliance is not reached regardless of fiscal year, the claiming unit will be suspended from participation in both school-based programs for one quarter,

during the next available quarter, and thereby forfeit the associated reimbursement. The claiming unit's Superintendent, Chief Business Official, and/or other designee will be notified in writing by DHCS.

After one quarter of non-participation, the LEA will be conditionally reinstated. If during this conditional quarter, the district meets 85% compliance they will be reinstated. If the district does not meet 85% compliance in the conditional quarter, the claiming unit is suspended for an additional quarter.

10. The LEA will timely notify the LEC of any errors and/or omissions in information sent to the LEC so the LEC can process a claim adjustment for submission to DHCS.
11. The LEA will establish and maintain an audit file containing documents specified by DHCS pursuant to program retention requirements.
12. Upon request, the LEA shall make available to the LEC and state and federal auditing agencies all work, records, and procedures related to this Agreement and/or a Medi-Cal reimbursement request.
13. The LEA shall reply in a timely manner to any request for information or to audit exceptions by the LEC or state and/or federal audit agencies that relate to MAA or RMTS services under this Agreement.
14. The LEA will hold all statistical, financial, and other data relating to the MAA Program and the identity of Medi-Cal students in strict confidence.
15. The LEA's failure to perform its duties and responsibilities may result in delayed and/or disallowed reimbursements.

D. Subcontracting:

1. The LEA agrees that the LEC may, in its sole discretion perform duties under this Agreement through an independent contractor to be selected by LEC.
2. Should the LEA contract with a vendor to provide services or perform its obligations under this Agreement, the LEA remains responsible for the accuracy and completeness of information submitted and is also responsible for notifying the vendor of all deadlines. Payment of vendor fees or costs is the sole responsibility of the LEA, and the LEA understands that services provided by a vendor are considered duplicative and are not allowed as a claimable expense on any invoice.

E. Mutual Indemnification.

1. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

2. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand.
3. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or willful misconduct of the other party.

F. Consideration.

1. The LEA agrees that all of the LEA's MAA reimbursements made under this Agreement are to be payable to the LEC.
2. The LEC agrees to process all of the LEA's MAA reimbursements due to the LEA under this Agreement within 30 calendar days of the LEC's receipt of the MAA reimbursement.
3. The LEA agrees that as full compensation to the LEC for its services specified herein, the LEC may withhold from payments made on each invoice submitted to DHCS \$80 per quarter per time survey participant included in the LEA's quarterly participant roster.

- G. Invoice Revisions. If a quarterly invoice is revised, subsequent to payment by the LEC to the LEA of the initial amount, to decrease the invoiced amount, the LEC shall recoup from the LEA the difference between the amount paid to the LEA and the amount reflected in any revised invoice. The LEA hereby authorizes the LEC to recoup the amount of the overpayment by electronic transfer of funds when feasible and, when not feasible, by direct billing or deduction of the overpayment from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice. If the revision to the invoice is due to an error on the part of the LEA, the LEC will retain the administrative fee charged upon payment of the initial invoice.

H. Audit Disallowance.

1. The LEA shall bear the burden of any federal audit disallowance, interest, or penalty to the extent that any disallowance, interest, or penalty results from a claim or claims for which the LEA has received reimbursement. The LEC shall recoup from the LEA amounts equal to the amount of any disallowance, interest, or penalty, less any amounts already remitted by the LEA to DHCS for the disallowed claim. The LEA hereby authorizes the LEC to recoup the amount of the disallowance, interest, or penalty by electronic transfer of funds when feasible and, if not feasible, by direct billing or deduction of the amount due from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice.
2. In the event of a possible disallowance, reimbursement of all subsequent claims

may be held in abeyance by the LEC with no payment made to the LEA until the disallowance issue is resolved. The LEC shall retain its administrative fee for all claims processed for the LEA, even if all or a portion of a claim is later disallowed as a result of an audit, if any disallowance was due to erroneous information being provided to the LEC by the LEA. The LEA may appeal the results of an audit; however, the LEA is responsible to reimburse the LEC the amount of payment due to DHCS within 30 days of notification by the LEC. If the appeal results in an outcome favorable to the LEA, any funds reimbursed by DHCS will be paid to the LEA within 30 days.

3. In the event that Region 8 reimbursements are held or disallowed by DHCS so that full reimbursement of all invoices submitted by Region 8 LEAs is not possible, the LEAs which have unfunded reimbursements due will be reimbursed on a pro rata basis until the disallowance is resolved.
- I. Modifications. This document contains the entire agreement between the parties and may be modified only in writing and signed by both parties.
 - J. Compliance with Law. In the performance of this Agreement, the parties shall observe and comply with all applicable local, county, state, and federal laws, rules, and regulations.
 - K. Compliance with State Contract. In the performance of this Agreement, the parties shall comply with all terms and conditions of the pertinent MAA contracts between DHCS and KCSOS which are attached hereto as Exhibit B and incorporated herein by reference.
 - L. Attorney Fees. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.
 - M. Choice of Law/Venue. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any laws which direct application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Agreement shall be Kern County.
 - N. Covenant to Sign Documents. Each party will sign all documents and writings reasonably necessary or expedient to carry out the terms of this Agreement, with acknowledgment or affidavit if required.
 - O. Federal Contract Funds. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States government for the purposes of the MAA program. In addition, this Agreement is subject to any restrictions, limitations, or conditions under any applicable federal or state statute or regulation. It is mutually agreed that if sufficient funds are not appropriated for the MAA Program, each party has the option to terminate the contract. If neither party elects to terminate the Agreement, the Agreement shall be amended to reflect any reduction in funds.
 - P. Assignment. The LEA shall not assign or transfer this Agreement, its obligations under this Agreement, or and part of this Agreement. The LEA shall not assign any monies due or which become due to the LEA under this Agreement without the prior written approval of the LEC.

- Q. Authority to Bind. It is understood that in the LEA's performance of any and all duties under this Agreement, the LEA has no authority to bind the LEC to any agreements or undertakings.
- R. Certification. The LEA shall certify the non-federal match from the LEA's general fund, or from any other funds allowed under federal law and regulations, to Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 14132.47.
- S. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted, and this Agreement shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party, the Agreement may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on 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.
- T. Signature Authority. Each person signing this Agreement represents that he or she has been authorized and empowered to enter into this Agreement by the party on whose behalf the signature is made.

LEA:
Buttonwillow Union School District

LEC
KERN COUNTY
SUPERINTENDENT OF SCHOOLS

By: _____

By: MAW lv _____

Name: _____

Name: Maria Arias _____

Title: _____

Title: District/LEA Fiscal Analyst _____

Dated: _____

Dated: 7-27-21 _____

EXHIBIT A
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as “Custodian of the Files” on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPAA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Name and Title of Custodian of Files

District Name

District Address

Custodian's Phone Number / Email Address

Custodian's Signature

Date

**RIO BRAVO-GREELEY UNIONSCHOOL DISTRICT
BUTTONWILLOW UNION SCHOOL DISTRICT**

**SERVICE PROVIDER AGREEMENT
(SPECIAL EDUCATION SERVICES)**

This Service Provider Agreement is between the Rio Bravo-Greeley Union School District, a California public education agency (RBGUSD), and the Buttonwillow Union School District, a California public education agency (Buttonwillow). This Agreement pertains to special education services for a Buttonwillow student to be placed in a RBGUSD Special Day Class program. RBGUSD and Buttonwillow are the only parties to this Agreement. The student is not intended by the parties to be a third party beneficiary to this Agreement.

RECITALS

This Agreement is based on the following facts and understandings:

1. RBGUSD and Buttonwillow are adjoining elementary school districts and each are members of the Kern County Consortium Special Education Local Plan Area.
2. Buttonwillow needs special education and related services for a student who has a disability. RBGUSD has the facilities, personnel, and program to provide those services and is willing to do so, as long as placement is appropriate.
3. The student's date of birth is 11/26/2017 and is eligible for special education and related services in the category of Intellectual Disabilities, Hard of Hearing, and Speech and Language Impairment. Her primary areas of concern are basic academics, hearing loss, communication, and general development. Her Individualized Education Program ("IEP") provides for placement in a Special Day Class with attendant accommodations, modifications, and paraprofessional services; 30% of the school day mainstreaming; speech/language services; specialized deaf/hard of hearing services; assistance with toileting; extended school year services; and transportation services.
4. RBGUSD has the facilities, program, staff, and capability to provide the required special education services, except for transportation services and any other services needed other than specialized academic instruction and speech, which Buttonwillow will provide.
5. Both parties understand the importance and legal necessity for the provision of educational services in accordance with any schedule or frequency contained in the IEP, and participation of pertinent personnel in IEP meetings.
6. Both parties have retained the same legal counsel in regards to the preparation of this Agreement, and by a separate agreement with counsel, each have executed a Conflict Waiver.
7. This Agreement is not an interdistrict transfer agreement.

WHEREFORE, the parties mutually agree as follows:

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment "A" and are fully incorporated by reference into this Agreement.
2. Term. The initial term of this Agreement shall be from July 01, 2021 through June 30, 2022.
3. Warranty. All services shall be provided faithfully and professionally delivered, and as required by the IEP and pertinent special education law. The services provided shall be consistent with the scope and quality of the services provided by other individuals in the same professional capacity.
4. Price. RBGUSD shall provide special education services to the Buttonwillow student during the entire 2021-2022 regular school year and extended school year for the flat rate of Thirty-Nine Thousand Five-Hundred Dollars (\$39,500.00). One-half of the fee is due at the start of the school year and within 30 days of receipt of invoice. The second half is due at the end of the regular school year and within 30 days of receipt of invoice.
5. The special education services to be provided by RBGUSD include specialized academic instruction in a special day class setting, mainstreaming in a general education setting accompanied by a paraprofessional as may be necessary, speech and language services, assistance with toileting, and extended school year services per the student's IEP. The services to be provided are more fully described in Attachment A.
6. The special education services provided by RBGUSD during the 2020-2021 regular and extended school year do not include transportation or other services the student may be eligible for. Transportation may be addressed by an addendum to this Agreement, by a separate agreement, or will be provided by Buttonwillow.
7. Additional services may be added by the student's IEP team throughout the school year. Additional services, if any, added during the school year may be addressed by an addendum to this Agreement, or by a different agreement, or will be provided by Buttonwillow.
8. There shall be no pro rata reduction in the cost of services for absences. There will be a pro rata reduction, based on the RBGUSD calendar, in the cost of services if student withdraws from school or moves/transfers out of the RBG attendance area.
9. State Apportionment. Buttonwillow shall calculate and claim any state apportionment due for educating the subject pupil.
10. Medi-Cal. Medi-Cal reimbursement for educational services provided to the subject pupil shall be the right of the party actually providing the pertinent services.

11. Additional Provisions. The attached additional provisions are part of this Agreement and fully incorporated by reference.

BUTTONWILLOW UNION SCHOOL DISTRICT

RIO BRAVO-GREELEY UNION SCHOOL DISTRICT

By: _____

By: _____

Superintendent, Stuart Packard
42600 Highway 58
Buttonwillow, California 93206

Superintendent Jennifer Hedge
6521 Enos Lane
Bakersfield, California 93324

Date: _____

Date: _____

ADDITIONAL PROVISIONS OF THIS AGREEMENT

12. Indemnification. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement, and (C) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct

of the other party, its officers, employees, trustees, or agents.

13. Insurance Requirements. Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (D) workers' compensation insurance as required under state law.

Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other's original insurance policy(ies) upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Agreement.

Both parties are presently insured by Self Insured Schools of California (SISC II). Each party agrees that the coverage provided by SISC satisfies their respective obligations described in this provision.

14. Due Process Case. Notwithstanding Paragraph 12 of this Agreement, the liability for and defense of any special education due process case/complaint against RBG regarding the RBG student served by Buttonwillow shall be the sole responsibility of RBG. This provision does not preclude RBG from cross-filing or otherwise joining Buttonwillow as a party in any such action. This provision also does not preclude RBG from proceeding against Buttonwillow in another venue, such as before the California Department of Education, an arbitration panel, or the Superior Court.

The liability for and defense of any special education due process case/complaint against Buttonwillow regarding the RBG student shall be the sole responsibility of Buttonwillow. This provision does not preclude Buttonwillow from cross-filing or otherwise joining RBG as a party in any such action. This provision also does not preclude Buttonwillow from proceeding against RBG in another venue, such as before the California Department of Education, an arbitration panel, or the Superior Court.

15. CDE and OCR Complaints. The liability for and defense of any California Department of Education complaint or United States Department of Education, Office for Civil Rights, complaint against RBG regarding the RBG student served by Buttonwillow shall be the sole responsibility of RBG. This provision does not preclude RBG from joining Buttonwillow as a party in any such action.

The liability for and defense of any California Department of Education complaint or United States Department of Education, Office for Civil Rights, complaint against Buttonwillow

regarding the RBG student served by Buttonwillow shall be the sole responsibility of Buttonwillow. This provision does not preclude Buttonwillow from joining RBG as a party in any such action.

16. Personnel-Related Requirements. Buttonwillow shall ensure that the designated SDC teacher, SLP, paraprofessionals and other staff providing services to the RBG student have been fingerprinted in accordance with California Education Code sections 33192 and 44237 and has obtained California Department of Justice ("DOJ") and Federal Bureau of Investigation ("FBI") clearance pursuant to the requirements of Education Code sections 45125.1, 35021.1, and 35021.2.

Buttonwillow shall ensure that the designated SDC teacher, SLP, paraprofessionals and other staff providing services will not come into contact with the subject student until DOJ/FBI clearance is ascertained and it has been confirmed that he/she has never been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code.

Buttonwillow shall not employ anyone in the position of SDC teacher, paraprofessional. SLP and other staff providing services to the RBG student who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code section 44010, or to a felony that would disqualify that person from employment pursuant to Education Code section 44237.

Buttonwillow shall make available to RBG all current licenses, credentials, permits, and/or other documents which entitle the designated staff to provide the services contemplated by this Agreement. Buttonwillow shall notify RBG when personnel changes occur which may affect

the provision of services under this Agreement .

Buttonwillow shall ensure that the designated SDC teacher, SLP, paraprofessionals and other staff providing services have been examined for tuberculosis before they may come in contact with the RBG student.

Buttonwillow shall ensure that the designated SDC teacher, SLP, paraprofessionals and other staff providing services comply with all applicable federal, state, and local statutes, laws, rules, and regulations relating to the provision of designated instruction and supplementary services, maintaining in force such permits, licenses, and credentials as are required by law in connection with furnishing services pursuant to this Agreement. Buttonwillow guarantees that the designated SDC teacher, paraprofessional and other staff providing services meet the requirements, if any, of the No Child Left Behind Act, 20 U.S.C., section 6301, et seq.

17. Student Discipline. Student suspension may be implemented by the administrator of the site at which the subject pupil is placed. All suspensions must conform to the requirements of Education Code section 48900, et seq., and 20 U.S.C., section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the district of residence. All 45-day removals must comply with 20 U.S.C., section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which the subject student is placed or by the district of residence.

Student expulsions may only be initiated by the district of residence. The other party to this Agreement will comply with any interim

alternative placement setting decision made by the district of residence.

Both parties will comply with the "stay put" provisions of 20 U.S.C., section 1415(j).

18. Status of Parties. The parties agree that in performing the services specified in this Agreement, Buttonwillow shall act as an independent contractor. The parties shall be free to contract for similar services to be performed while under contract with each other. Buttonwillow will not accept any engagements which interfere with performance under this Agreement.

19. Early Termination. One party may terminate this Agreement prior to its expiration as follows:

A. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

B. If the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after a written demand is received.

C. Without cause upon 30 days advance written notification.

20. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including Attachment AA,@ constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of this Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual

agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date

of personal service on a party, or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to a party at the address set forth below, or at the most recent address specified by the party through written notice under this provision.

H. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

I. Compliance with Law. In the course of performing this Agreement, both parties shall observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now in effect or subsequently enacted.

J. Nondiscrimination. Neither party, nor any officer, agent, employee, or subcontractor of a party, shall discriminate in the treatment or employment of any individual or group of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

K. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

L. Confidentiality. Each party shall at all times protect the confidentiality of student information as required by California law.

ATTACHMENT "A" SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the RBG student being served in the Buttonwillow program; (B) assessment plans and assessment of the RBG student being served in the Buttonwillow program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the pupil being served; (G) fully participating in the resolution and/or litigation of due process complaints, complaints submitted to the California Department of Education, or the United States Department of Education, Office for Civil Rights; (H) assisting personnel and counsel in preparing for due process hearings, mediation hearings, and arbitrations; (I) assistance in developing a response to a complaint filed with the California Department of Education or the United States Department of Education, Office for Civil Rights; (J) assisting personnel and counsel in preparing for all aspects of civil litigation regarding the RBG student; (K) administering all assessments as may be required by law or which may be necessary to provide FAPE to the RBG student; (L) providing to the RBG student related services required by her IEP, including S&L, OT, APE, PT, RSP, ESY, DIS counseling and AT as may be required by the pupil's IEP; and (M) classroom instructional aides or behavioral aides (other than one-on-one aides), as may be necessary.

The scope of services does not include: (A) daily transportation to and from the Buttonwillow program; (B) independent assessments requested by parents or guardians, including those performed by other educational agencies, such as the Kern County Superintendent of Schools and Fresno Diagnostic Center; (C) providing the legal defense of due process claims filed against RBG, including the cost of outside experts for the purpose of advising and testifying; (D) providing the legal defense of California Department of Education or Office for Civil Rights complaints filed against RBG; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

Both parties understand the importance and legal necessity for the provision of educational services in accordance with any schedule or frequency contained in the IEP, and the participation of pertinent personnel in IEP meetings.

At no additional cost to RBG, Buttonwillow will provide all supplies, curriculum materials, assessment tools, and training necessary to carry on its program. Also, at no additional cost to RBG, Buttonwillow will provide any training or instruction regarding use of assistive technology devices as may be required by a pupil's IEP team.

**BUTTONWILLOW UNION SCHOOL DISTRICT
RIO BRAVO-GREELEY UNION SCHOOL DISTRICT**

**SERVICE PROVIDER AGREEMENT
(SPECIAL EDUCATION SERVICES)**

This Service Provider Agreement (Agreement) is between the Buttonwillow Union School District, a California public education agency (Buttonwillow), and the Rio Bravo-Greeley Union School District, a California public education agency (RBG). This Agreement pertains to special education services for an RBG student to be placed in a Buttonwillow Special Day Class program. Buttonwillow and RBG are the only parties to this Agreement. The student is not intended by the parties to be a third party beneficiary to this Agreement.

RECITALS

This Agreement is based on the following facts and understandings:

1. Buttonwillow and RBG are adjoining elementary school districts and each are members of the Kern County Consortium Special Education Local Plan Area.
2. RBG needs special education and related services for a student who has a disability. Buttonwillow has the facilities, personnel, and program to provide those services and is willing to do so, as long as placement is appropriate.
3. The student's date of birth is 10/29/2009 and she is eligible for special education and related services in the category of Intellectual Disabilities and Speech and Language Impairment. In addition, she is an English Language Learner. Her primary areas of concern are basic reading, writing, and mathematic skills. Her Individualized Education Program ("IEP") provides for placement in a Special Day Class with attendant accommodations, modifications, and paraprofessional services; 30% of the school day mainstreaming; speech/language services; assistance with toileting; extended school year services; and transportation services.
4. Buttonwillow has the facilities, program, staff, and capability to provide the required special education services, except for transportation services, which RBG will provide.
5. Both parties understand the importance and legal necessity for the provision of educational services in accordance with any schedule or frequency contained in the IEP, and participation of pertinent personnel in IEP meetings.
6. Both parties have retained the same legal counsel in regards to the preparation of this Agreement, and by a separate agreement with counsel, each have executed a Conflict Waiver.
7. This Agreement is not an interdistrict transfer agreement.

WHEREFORE, the parties mutually agree as follows:

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment "A" and are fully incorporated by reference into this Agreement.

2. Term. The initial term of this Agreement shall be from July 1, 2021 through June 30, 2022.

3. Warranty. All services shall be provided faithfully and professionally delivered, and as required by the IEP and pertinent special education law. The services provided shall be consistent with the scope and quality of the services provided by other individuals in the same professional capacity.

4. Price. Buttonwillow shall provide special education services to the RBG student during the entire 2021-2022 regular school year and extended school year for the flat rate of Thirty-Nine Thousand Five-Hundred Dollars (\$39,500.00). One-half of the fee is due at the start of the school year and within 30 days of receipt of invoice. The second half is due at the end of the regular school year and within 30 days of receipt of invoice.

5. The special education services to be provided by Buttonwillow include specialized academic instruction in a special day class setting, mainstreaming in a general education setting accompanied by a paraprofessional as may be necessary, speech and language services, assistance with toileting, and extended school year services per the student's IEP. The services to be provided are more fully described in Attachment A.

6. Transportation. If RBG needs assistance with transportation Buttonwillow will bill RBG based on a single trip charge of \$58.85. This calculation is based on the driver hourly rate of \$36.50 per hour, at an estimation of .75 hours (45 minutes) per trip; in addition to a mileage charge of \$1.50 per mile, with 21 miles per trip based on the students' location from their residence to the Contractor site at 42600 Highway 58, Buttonwillow, California; 93206. This service charge is to be billed per student trip. A "single trip" is identified as, picking up the child and bringing them to school, and/or taking the child home at the end of the day and returning to campus. District will be billed monthly for services provided by Contractor or will be provided by RBG.

7. Additional services may be added by the student's IEP team throughout the school year. Additional services, if any, added during the school year may be addressed by an addendum to this Agreement, or by a different agreement, or will be provided by RBG.

8. There shall be no pro rata reduction in the cost of services for absences. There will be a pro rata reduction, based on the Buttonwillow calendar, in the cost of services if student withdraws from school or moves/transfers out of the RBG attendance area.

9. State Apportionment. RBG shall calculate and claim any state apportionment due for educating the subject pupil.

10. Medi-Cal. Medi-Cal reimbursement for educational services provided to the subject pupil shall be the right of the party actually providing the pertinent services.

11. Additional Provisions. The attached additional provisions are part of this Agreement and fully incorporated by reference.

BUTTONWILLOW UNION SCHOOL DISTRICT

RIO BRAVO-GREELEY UNION SCHOOL DISTRICT

By: _____

By: _____

Superintendent, Stuart Packard
42600 Highway 58
Buttonwillow, California 93206

Superintendent Jennifer Hedge
6521 Enos Lane
Bakersfield, California 93324

Date: _____

Date: _____

ADDITIONAL PROVISIONS OF THIS AGREEMENT

12. Indemnification. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement, and (C) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct

of the other party, its officers, employees, trustees, or agents.

13. Insurance Requirements. Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (D) workers' compensation insurance as required under state law.

Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other's original insurance policy(ies) upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Agreement.

Both parties are presently insured by Self Insured Schools of California (SISC II). Each party agrees that the coverage provided by SISC satisfies their respective obligations described in this provision.

14. Due Process Case. Notwithstanding Paragraph 12 of this Agreement, the liability for and defense of any special education due process case/complaint against RBG regarding the RBG student served by Buttonwillow shall be the sole responsibility of RBG. This provision does not preclude RBG from cross-filing or otherwise joining Buttonwillow as a party in any such action. This provision also does not preclude RBG from proceeding against Buttonwillow in another venue, such as before the California Department of Education, an arbitration panel, or the Superior Court.

The liability for and defense of any special education due process case/complaint against Buttonwillow regarding the RBG student shall be the sole responsibility of Buttonwillow. This provision does not preclude Buttonwillow from cross-filing or otherwise joining RBG as a party in any such action. This provision also does not preclude Buttonwillow from proceeding against RBG in another venue, such as before the California Department of Education, an arbitration panel, or the Superior Court.

15. CDE and OCR Complaints. The liability for and defense of any California Department of Education complaint or United States Department of Education, Office for Civil Rights, complaint against RBG regarding the RBG student served by Buttonwillow shall be the sole responsibility of RBG. This provision does not preclude RBG from joining Buttonwillow as a party in any such action.

The liability for and defense of any California Department of Education complaint or United States Department of Education, Office for Civil Rights, complaint against Buttonwillow

regarding the RBG student served by Buttonwillow shall be the sole responsibility of Buttonwillow. This provision does not preclude Buttonwillow from joining RBG as a party in any such action.

16. Personnel-Related Requirements. Buttonwillow shall ensure that the designated SDC teacher, SLP, paraprofessionals and other staff providing services to the RBG student have been fingerprinted in accordance with California Education Code sections 33192 and 44237 and has obtained California Department of Justice ("DOJ") and Federal Bureau of Investigation ("FBI") clearance pursuant to the requirements of Education Code sections 45125.1, 35021.1, and 35021.2.

Buttonwillow shall ensure that the designated SDC teacher, SLP, paraprofessionals and other staff providing services will not come into contact with the subject student until DOJ/FBI clearance is ascertained and it has been confirmed that he/she has never been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code.

Buttonwillow shall not employ anyone in the position of SDC teacher, paraprofessional. SLP and other staff providing services to the RBG student who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code section 44010, or to a felony that would disqualify that person from employment pursuant to Education Code section 44237.

Buttonwillow shall make available to RBG all current licenses, credentials, permits, and/or other documents which entitle the designated staff to provide the services contemplated by this Agreement. Buttonwillow shall notify RBG when personnel changes occur which may affect

the provision of services under this Agreement .

Buttonwillow shall ensure that the designated SDC teacher, SLP, paraprofessionals and other staff providing services have been examined for tuberculosis before they may come in contact with the RBG student.

Buttonwillow shall ensure that the designated SDC teacher, SLP, paraprofessionals and other staff providing services comply with all applicable federal, state, and local statutes, laws, rules, and regulations relating to the provision of designated instruction and supplementary services, maintaining in force such permits, licenses, and credentials as are required by law in connection with furnishing services pursuant to this Agreement. Buttonwillow guarantees that the designated SDC teacher, paraprofessional and other staff providing services meet the requirements, if any, of the No Child Left Behind Act, 20 U.S.C., section 6301, et seq.

17. Student Discipline. Student suspension may be implemented by the administrator of the site at which the subject pupil is placed. All suspensions must conform to the requirements of Education Code section 48900, et seq., and 20 U.S.C., section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the district of residence. All 45-day removals must comply with 20 U.S.C., section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which the subject student is placed or by the district of residence.

Student expulsions may only be initiated by the district of residence. The other party to this Agreement will comply with any interim

alternative placement setting decision made by the district of residence.

Both parties will comply with the "stay put" provisions of 20 U.S.C., section 1415(j).

18. Status of Parties. The parties agree that in performing the services specified in this Agreement, Buttonwillow shall act as an independent contractor. The parties shall be free to contract for similar services to be performed while under contract with each other. Buttonwillow will not accept any engagements which interfere with performance under this Agreement.

19. Early Termination. One party may terminate this Agreement prior to its expiration as follows:

A. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

B. If the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after a written demand is received.

C. Without cause upon 30 days advance written notification.

20. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including Attachment AA,@ constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of this Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual

agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date

of personal service on a party, or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to a party at the address set forth below, or at the most recent address specified by the party through written notice under this provision.

H. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

I. Compliance with Law. In the course of performing this Agreement, both parties shall observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now in effect or subsequently enacted.

J. Nondiscrimination. Neither party, nor any officer, agent, employee, or subcontractor of a party, shall discriminate in the treatment or employment of any individual or group of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

K. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

L. Confidentiality. Each party shall at all times protect the confidentiality of student information as required by California law.

ATTACHMENT "A" SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the RBG student being served in the Buttonwillow program; (B) assessment plans and assessment of the RBG student being served in the Buttonwillow program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the pupil being served; (G) fully participating in the resolution and/or litigation of due process complaints, complaints submitted to the California Department of Education, or the United States Department of Education, Office for Civil Rights; (H) assisting personnel and counsel in preparing for due process hearings, mediation hearings, and arbitrations; (I) assistance in developing a response to a complaint filed with the California Department of Education or the United States Department of Education, Office for Civil Rights; (J) assisting personnel and counsel in preparing for all aspects of civil litigation regarding the RBG student; (K) administering all assessments as may be required by law or which may be necessary to provide FAPE to the RBG student; (L) providing to the RBG student related services required by her IEP, including S&L, OT, APE, PT, RSP, ESY, DIS counseling and AT as may be required by the pupil's IEP; and (M) classroom instructional aides or behavioral aides (other than one-on-one aides), as may be necessary.

The scope of services does not include: (A) daily transportation to and from the Buttonwillow program; (B) independent assessments requested by parents or guardians, including those performed by other educational agencies, such as the Kern County Superintendent of Schools and Fresno Diagnostic Center; (C) providing the legal defense of due process claims filed against RBG, including the cost of outside experts for the purpose of advising and testifying; (D) providing the legal defense of California Department of Education or Office for Civil Rights complaints filed against RBG; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

Both parties understand the importance and legal necessity for the provision of educational services in accordance with any schedule or frequency contained in the IEP, and the participation of pertinent personnel in IEP meetings.

At no additional cost to RBG, Buttonwillow will provide all supplies, curriculum materials, assessment tools, and training necessary to carry on its program. Also, at no additional cost to RBG, Buttonwillow will provide any training or instruction regarding use of assistive technology devices as may be required by a pupil's IEP team.

July 14, 2021

DISTRICT SUPERINTENDENT
BUTTONWILLOW UNION SD
42600 CA-58
BUTTONWILLOW, CA 93206

RE: CAMP KEEP- KCSOS AGT# 22-0387

Submitted for your signature are two (2) original copies of the above referenced contract/agreement/amendment/grant.

- * Please sign or have the appropriate authorized person sign the enclosed agreements in **blue ink**.
- * Please complete the information on the signature page.
- * Return **one (1) signed original** to the address below.
- * Please return the signed agreement no later than **AUGUST 2ND, 2021**.

For questions or concerns regarding this agreement, contact Catherine Sarad at (661) 636-4524, or casarad@kern.org.

PLEASE RETURN SIGNED ORIGINAL TO:

Kern County Superintendent of Schools
Attn: Catherine Sarad - Contracts
1300 17th Street - 6th Floor
Bakersfield, CA 93301-4533

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools



Tina Foster
Chief Financial Operations Officer - Internal
Administration, Finance & Accountability

MCB:TF:css
Enc.

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

CAMP KEEP AGREEMENT
2021-2022
SCHEDULED PARTICIPATION DATES: SEE ATTACHMENT A *

This Camp KEEP Agreement ("Agreement") is between THE KERN COUNTY SUPERINTENDENT OF SCHOOLS, a California public education agency ("County Superintendent") and the school district, private school or other party whose legal name and status are described in the signature block below ("Agency").

RECITALS

A. Sections 8763-8769 of the Education Code authorize County Superintendent to enter agreements with school districts and private schools to provide programs and classes in outdoor science education and conservation education for pupils. County Superintendent operates such programs at its Camp KEEP Ocean and Camp KEEP By the Sea facilities in San Luis Obispo County.

B. Agency desires to have County Superintendent provide a program in outdoor science and conservation education for Agency as described in this Agreement.

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

- Scope of Services. County Superintendent shall provide a program of outdoor science education and conservation education for pupils/clients of Agency at its Camp KEEP Ocean or Camp KEEP By the Sea facilities, as applicable, as provided in this Agreement.
- Term. The term of this Agreement shall be for the school year specified in the title block of this Agreement above. One party may terminate this Agreement prior to its expiration if the other party fails to comply with any insurance or indemnification requirements of this Agreement, or commits any other material breach of this Agreement and fails to cure the breach within 10 days after written demand.
- Price. In consideration of the services provided by County Superintendent and to provide for the actual cost of providing the instructional program and continuing capital outlay expenditures, maintenance and other costs, Agency shall pay County Superintendent a fee calculated based on the type of program indicated in Attachment A.

The fee payable by Agency shall be calculated based on the greater of the actual number of attendees or 90% per school, of the number of attendees estimated by Agency. An additional fee of \$55.00 per person shall be paid if Agency is not a Kern County public school entity, with the exception of San Luis Obispo public schools. Attendees include students/clients, counselors, teachers, aides, parents/volunteers and others attending the program. Additional fees for delayed arrivals and departures will apply. During the 2021-22 school year, schools may adjust their original reservation by September 1, 2021. The 90% rule will apply after 9/01/2021.

Agency shall pay County Superintendent within 45 days after receipt of an invoice documenting the charges. If Agency is a Kern County school district, Agency authorizes County Superintendent to transfer on or before June 30 of the fiscal year from the funds of the District, Account No. _____, to the County School Service Fund, the amounts owing under this Agreement.

Agency has confirmed the scheduled participation dates indicated in Attachment A. If Agency cancels its participation for all or any portion of the scheduled participation dates, Agency shall pay County Superintendent a cancellation fee of 75% of the anticipated income payable to County Superintendent if Agency participated for the full number of scheduled dates, based on 90% of the confirmed attendee numbers.

*Subject to Change as Follows: Superintendent reserves the right to change the date and/or location with notice to Agency. If the new date and /or location is unacceptable to Agency, and if the parties are unable to otherwise agree on the date/location, Agency may cancel the Agreement without penalty.


4. Nondiscrimination. Neither party, nor any officer, agent, employee or subcontractor of the party, shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

5. Additional Provisions. The attached additional provisions are part of the Agreement and fully incorporated by reference.

AGENCY

By _____
Entity Name: Buttonwillow Union School District
Entity Type: Public School District
Authorized Signatory Name: _____
Address: 42600 CA-58, Buttonwillow, CA 93206
Date: _____

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By  _____
Signatory Name: Tina Foster
Title: Chief Financial Operations Officer - Internal
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code: 01-535-0000-0-8677.00-0000-0000-00-0000-000
Date: 7-15-21

ADDITIONAL PROVISIONS OF THIS AGREEMENT

6. Duties of Agency. Agency shall do all of the following:

A. Provide transportation for its pupils/clients and personnel to and from the KEEP campus(es). Guests should arrive at 11:30 am on the first day and vehicles shall depart by 11:30 am on the final day. If arrival or departure times are delayed, overtime costs for KEEP staff will be passed on to the district. This includes responsibility for transporting pupils/clients, employees or volunteers prior to the completion of the program. If transportation for an early return cannot be arranged through family or school representatives, County Superintendent can provide a driver and vehicle for a fee of \$500.00.

B. Cooperate with County Superintendent's staff in providing the necessary instruction before and after the experience at Camp KEEP to accomplish the objectives of the program.

C. See that its pupils/clients are equipped with suitable clothing and bedding while attending the program.

D. Provide an estimated number of students/clients attending the upcoming program during the application period in January/February of each year. Billing will be made for not less than 90% of this estimated number, plus teachers and other attendees at the minimum ratios. In the 2021-22 school year, schools may adjust their reservation until September 1, 2021. The number of students may not exceed the estimate without the written permission of the Director of KEEP.

E. As a condition of participation, provide counselors at a minimum ratio of one to seven (1:7). Agency shall also provide at least one (1) classroom teacher for every 30 students.

F. Provide Free and Reduced meal eligibility status to County Superintendent for students and counselors during class sessions.

G. Bear all responsibility and liability for ensuring that any required medical clearances for pupils/clients and all others attending the program have been obtained.

H. Provide adequate supervision of pupils/clients and other attendees.

I. Secure appropriate permission from the parent or guardian of each pupil and, if applicable, client, of Agency.

J. If a student/client of Agency or student counselor requires related aids or services to participate in the program under an Individualized Education Plan or 504 Plan, or has specialized physical health care needs requiring accompaniment by a qualified adult, it is the responsibility of Agency to ensure that any such related aids or services, or accompaniment by a qualified adult, are furnished.

K. Fully inform the parents/guardians and physicians of participating students/clients with specialized physical health care needs of the camp activities, changes in daily living and distances from emergency services, and inform the Director of KEEP of the student's/client's needs and Agency's plan to meet those needs, in advance of the scheduled participation dates.

L. Provide all registration information and consents required under Camp KEEP policies and procedures.

M. Background Check. Agency shall bear all responsibility and liability for ensuring that required background checks for personnel and volunteers have been performed. Prior to their participation, all volunteers shall be cleared following a criminal background check using fingerprints. Student volunteers shall only be allowed to serve as a chaperone in pupil cabins if a fingerprint-cleared adult volunteer or certificated employee also serves as a chaperone in the cabin. County Superintendent agrees to allow Agency to send its volunteer counselors to County Superintendent Human Resources Department for the sole purpose of performing the required background check using fingerprints.

If the district chooses to use KCSOS staff to conduct background checks the agency agrees to notify County Superintendent in writing of the names of the volunteer counselors prior to sending them to County Superintendent Human Resources Department for finger-printing. Agency

further agrees to be responsible for reimbursing County Superintendent for the then current cost of the fingerprinting and background check performed for Agency volunteers. Current cost for the back-ground check is \$62.00 per volunteer, but may be adjusted from time to time.

7. Duties of County Superintendent. County Superintendent shall do all of the following:

A. Provide a program in outdoor science and conservation education in accordance with standards as set forth by the State Department of Education requirements and the California Outdoor School Administrators.

B. Furnish pupils with all necessary instructional supplies required at the program.

C. Provide such coordination services as County Superintendent deems necessary to insure an adequate program.

D. Provide first aid supplies, treatment and administration of medications for pupils/clients of Agency during the periods they are attending the program, provided that Agency has furnished written instructions signed by a licensed physician and consent signed by the parent or guardian to administer such medications or treatment.

E. Provide food and complete food service for pupils and staff during each class session, in accordance with National School Lunch and Breakfast Program guidelines established by USDA and under supervision of the Food Services, and claim federal and state reimbursement under the National School Lunch and Breakfast Program during class session.

F. County Superintendent reserves the right to deny participation to any attendee for whom appropriate registration materials and permissions are not received in accordance with stated deadlines or who is in violation of Camp KEEP policies and procedures.

8. Indemnification.

A. Agency agrees to defend, hold harmless and indemnify County Superintendent and the Kern County Board of Education (and the officers, employees, trustees, agents, successors and assigns of each of them) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of the breach by Agency of the terms of this Agreement, the act or omission of Agency, its officers, employees, pupils, clients, volunteers, invitees and agents, in connection with the performance of this Agreement (including, but not limited to Agency's supervision or failure to supervise its attendees and Agency's transportation of attendees), or in connection with their use of County Superintendent's facilities and programs.

B. County Superintendent agrees to defend, hold harmless and indemnify Agency (and Agency's officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the act or omission of County Superintendent, its officers, employees and agents, in connection with the performance of this Agreement.

C. The requirements of this Section shall survive the termination of this Agreement.

8. Insurance Requirements. Agency shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Agency shall provide County Superintendent with a certificate of insurance

evidencing the required coverage and shall permit County Superintendent to inspect the original policies of insurance upon request.

Nothing in this section concerning minimum insurance requirements shall reduce Agency's liabilities or obligations under the indemnification provisions of this Agreement. The parties acknowledge that both parties may be permissibly self-insured under California law.

9. Entire Agreement/Amendment. This Agreement, including any exhibits or schedules referred to which it refers and any Camp KEEP policies and procedures in effect at the time the Agreement is executed, constitute the final, complete and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The provisions of this Agreement may be modified only by mutual written agreement of the parties.

ATTACHMENT A

**CAMP KEEP AGREEMENT
SCHEDULE
2021-2022**

DISTRICT NAME: Buttonwillow Union

School Name	Camp Site*	Scheduled Date*	Student Attendees	Teacher Attendees	Counselor Attendees	Total Attendees	Cost per Attendee	Type of Program
Buttonwillow	By the Sea	3/21/22 to 3/25/21	68	3	10	81	\$ 322.00	Standard 5-day
		to					\$	
		to					\$	
		to					\$	
		to					\$	
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*Subject to Change as Follows: Superintendent reserves the right to change the date and/or location with notice to Agency. If the new date and /or location is unacceptable to Agency, and if the parties are unable to otherwise agree on the date/location, Agency may cancel the Agreement without penalty.



MEMORANDUM

TO: All jurisdictions participating in the Kern Multi-Jurisdiction Hazard Mitigation Plan (MJHMP)

FROM: Torie Jarvis, Planning Manager
Dynamic Planning + Science
970-323-4330 or torie@dynamicplanning.co

DATE: August 6, 2021

RE: **2020-2021 Kern MJHMP Adoption Background Information**

Over the past two-plus years, Kern County, along with participating jurisdictions, developed an update to the 2014 Kern Multi-Jurisdiction Hazard Mitigation Plan (MJHMP) to reduce losses resulting from natural disasters. All participating jurisdictions, the Hazard Mitigation Planning Committee (HMPC), and the public have been offered the opportunity to review the MJHMP. **The governing bodies of participating jurisdictions are now being asked to adopt the Kern MJHMP as the official mitigation plan.** This memo may provide helpful background information for adoption proceedings; please feel free to use as you see fit.

Hazard mitigation is the use of sustained, long-term actions to reduce the loss of life, personal injury, and property damage that can result from a disaster. The Plan provides a formal explanation of prevalent natural hazards within the County and how hazards may affect communities differently. The mitigation strategy presented in the Plan responds to the known vulnerabilities within each community and provides prescriptions or actions to achieve the greatest reduction of natural hazard risk.

The purpose of having a hazard mitigation plan is to (1) provide the County and participating jurisdictions continued access to grant funding from the Federal Emergency Management Agency (FEMA) to conduct hazard mitigation activities and (2) provide resources for residents wishing to conduct hazard mitigation efforts by identifying areas of extreme risk and providing financial and technical mitigation resources based on current gaps.

The plan was developed by the Hazard Mitigation Planning Committee (HMPC), made up of participants from all participating jurisdictions advising on hazard and mitigation action priorities both for the County as a whole and each jurisdiction individually, with expertise from the consultants on the project, Dynamic Planning + Science.

The Kern MJHMP has been set up in two volumes to separate jurisdiction-specific elements (Volume 2) from those that apply to the whole planning area (Volume 1):

- Volume 1, also known as the “umbrella plan,” includes all federally required elements of a hazard mitigation plan that apply to the entire planning area. This includes the description of the planning process, public involvement strategy, goals and objectives, countywide hazard risk assessment,



countywide mitigation initiatives, and a plan maintenance strategy. Volume 1 includes the following appendices:

- Appendix A – Annex Methodology
 - Appendix B – Planning Process Documentation
- Volume 2 includes a crosswalk that directs readers to all federally required, jurisdiction-specific elements for each jurisdiction, which, in turn, are available as standalone Annex HMPs. Volume 2 describes the categorization of jurisdictions into municipalities, special districts, school districts, and water and wastewater districts.

There are 48 jurisdictions participating in this MJHMP. However, not all jurisdictions were able to complete the update process at the same pace, especially given challenges presented by the ongoing COVID-19 pandemic that, at its initial peak, caused many jurisdictions to radically scale back operations and send employees home.

Because not all jurisdictions were able to complete the update process at the same pace, Plan documents were divided into two “Waves.” Wave One consisted of Plan Volume 1 and the standalone Annex HMPs of the first 11 participating jurisdictions that completed the update process. At the conclusion of a public review and comment period, the documents were submitted to Cal OES and FEMA for review and approval. After FEMA determined that the Wave One documents were “Approvable Pending Adoption” by the respective jurisdictions, each Wave One jurisdiction adopted Plan Volume 1 and their standalone Annex HMP. FEMA was sent the adoption resolutions and on April 9, 2021, granted final approval of Plan Volume 1 and the 11 standalone Annex HMPs in Wave One.

In addition to Kern County, the following jurisdictions were part of Wave One:

<p><u>Municipalities</u> City of Tehachapi City of Wasco</p> <p><u>Special Districts</u> East Niles Community Services District Mojave Air & Space Port Stallion Springs Community Services District Tehachapi Valley Recreation and Park District</p>	<p><u>Water/Wastewater Districts</u> Arvin-Edison Water Storage District Kern County Water Agency</p> <p><u>School Districts</u> Kern High School District Lost Hills Union School District Tehachapi Unified School District</p>
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Wave Two of the Plan documents consists of the standalone Annex HMPs of the 36 participating jurisdictions that completed the update process after the County and first 11 jurisdictions. The public reviewed the Wave Two Plan documents in January and February 2021, and all public comments have been addressed.

The following jurisdictions are part of Wave Two:

<p><u>Municipalities</u></p> <ul style="list-style-type: none"> City of Arvin City of Bakersfield City of California City City of Delano City of Maricopa City of Ridgecrest City of Shafter City of Taft <p><u>Water/Wastewater Districts</u></p> <ul style="list-style-type: none"> Berrenda Mesa Water District Buttonwillow County Water District Cawelo Water District Ford City-Taft Heights Sanitation District Greenfield County Water District Kern Delta Water District Kern Sanitation Authority Kern-Tulare Water District Lost Hills Water District North of the River Municipal Water District North of the River Sanitary District Semitropic Water Storage District 	<p><u>Water/Wastewater Districts (Continued)</u></p> <ul style="list-style-type: none"> Tehachapi-Cummings County Water District West Kern Water District Wheeler Ridge-Maricopa Water Storage District <p><u>Special Districts</u></p> <ul style="list-style-type: none"> Arvin CSD Bear Valley CSD Golden Hills CSD North of the River Recreation and Park District Rosamond CSD Shafter Recreation and Park District <p><u>School Districts</u></p> <ul style="list-style-type: none"> Bakersfield City School District Buttonwillow Union School District Kern Community College District Mojave Unified School District Richland School District Sierra Sands Unified School District Taft City School District
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On July 13, 2021, FEMA determined that the standalone Annex HMPs for the 36 jurisdictions listed above are “Approvable Pending Adoption.” FEMA’s determination signals that no additional edits or changes to the Wave Two standalone Annex HMPs are required.

The governing body of each jurisdiction listed above must now adopt the Volume 1 “umbrella plan” and its respective standalone Annex HMP and submit the adoption resolution, through DP+S, to FEMA. As they did for the Wave One jurisdictions, FEMA will grant final approval of the Wave Two standalone Annex HMPs after they receive the adoption resolutions.

A current and approved hazard mitigation plan is a prerequisite for jurisdictions wishing to pursue funding under FEMA’s Hazard Mitigation Assistance (HMA) Program. The Kern MJHMP must be updated every five (5) years to remain in compliance with Federal regulations and mitigation grant conditions. After FEMA grants final approval of the Wave Two standalone Annex HMPs, the Annexes will be valid until April 9, 2026, or five years from the date that FEMA granted final approval of Plan Volume 1.

The Kern MJHMP is available at these links, to either view in a browser or to download. Note the large document size if choosing to download. The following links are for Volume 1 and directly to the Annexes.



KERN MJHMP VOLUME 1 (COUNTY UMBRELLA PLAN):

[Download](#) (warning: large document size)

| [View in Browser](#)

KERN MJHMP ANNEXES

WAVE ONE

Jurisdiction	Download Annex	View Annex in Browser
City of Tehachapi	Download	View in Browser
City Of Wasco	Download	View in Browser
Kern High School District	Download	View in Browser
Lost Hills Union School District	Download	View in Browser
Tehachapi Unified School District	Download	View in Browser
East Niles CSD	Download	View in Browser
Mojave Air and Space Port	Download	View in Browser
Stallion Springs CSD	Download	View in Browser
Tehachapi Valley RPD	Download	View in Browser
Arvin-Edison Water Storage District	Download	View in Browser
Kern County Water Agency	Download	View in Browser

WAVE TWO

Jurisdiction	Download Annex	View Annex in Browser
City of Arvin	Download	View in Browser
City of Bakersfield	Download	View in Browser
City of California City	Download	View in Browser
City of Delano	Download	View in Browser
City of Maricopa	Download	View in Browser
City of Ridgecrest	Download	View in Browser
City of Shafter	Download	View in Browser
City of Taft	Download	View in Browser
Bakersfield City School District	Download	View in Browser
Buttonwillow Union School District	Download	View in Browser
Kern Community College District	Download	View in Browser



Jurisdiction	Download Annex	View Annex in Browser
Mojave Unified School District	Download	View in Browser
Richland School District	Download	View in Browser
Sierra Sands Unified School District	Download	View in Browser
Taft City School District	Download	View in Browser
Arvin CSD	Download	View in Browser
Bear Valley Community Services District	Download	View in Browser
NRRPD	Download	View in Browser
Rosamond CSD	Download	View in Browser
Shafter RPD	Download	View in Browser
Berrenda Mesa Water District	Download	View in Browser
Buttonwillow County Water District	Download	View in Browser
Cawelo Water District	Download	View in Browser
Ford City-Taft Heights	Download	View in Browser
Golden Hills CSD	Download	View in Browser
Greenfield County Water District	Download	View in Browser
Kern Delta Water District	Download	View in Browser
Kern Sanitation Authority	Download	View in Browser
Kern Tulare Water District	Download	View in Browser
Lost Hills Water District	Download	View in Browser
North of River Sanitary District	Download	View in Browser
North of the River Municipal Water District	Download	View in Browser
Semitropic Water Storage District	Download	View in Browser
Tehachapi-Cummings County Water District	Download	View in Browser
West Kern Water District	Download	View in Browser
Wheeler Ridge-Maricopa Water Storage District	Download	View in Browser

**BEFORE THE GOVERNING BOARD OF THE
BUTTONWILLOW UNION ELEMENTARY SCHOOL DISTRICT
COUNTY OF KERN, STATE OF CALIFORNIA**

**RESOLUTION REGARDING ADOPTING)
THE UPDATED MULTI-JURISDICTION) Resolution No. 220002
HAZARD MITIGATION PLAN)
)
)
_____)**

Section 1. WHEREAS:

- (a) The Buttonwillow Union School District, a political subdivision of the State of California, is an official participating jurisdiction in the updated Kern Multi-Jurisdiction Hazard Mitigation Plan (“MJHMP”); and
- (b) Buttonwillow Union School District recognizes the updated MJHMP as the official hazard mitigation plan for participating jurisdictions; and
- (c) Buttonwillow Union School District has gathered information and prepared the updated MJHMP in accordance with Federal Emergency Management Agency (FEMA) requirements at 44 CFR § 201.6; and
- (d) Volume 1 of the updated MJHMP recognizes the threat that natural hazards pose to people and property Kern County-wide; and
- (e) Buttonwillow Union School District’s Annex to Volume 1 of the updated MJHMP provides additional information specific to the Buttonwillow Union School District, with a focus on providing additional details on the planning process, risk assessment, and mitigation strategy for this community; and
- (f) Buttonwillow Union School District has reviewed Volume 1 of the updated MJHMP and its Annex and affirms that the plan actions in Volume 1 and its Annex should reduce the potential for harm to people and property from future hazard occurrences within the community; and
- (g) The U. S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards; and
- (h) The Disaster Mitigation Act made available mitigation grants to state and local governments; and
- (i) An adopted hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and
- (j) The Buttonwillow Union School District fully participated in the FEMA-prescribed mitigation planning process to prepare this updated MJHMP; and
- (k) The residents were afforded opportunities to comment and provide input in the updated MJHMP and the mitigation actions in the Plan; and
- (l) The Buttonwillow Union School District, as a fully participating jurisdiction of the updated MJHMP, is an eligible sub-applicant to the State of California under FEMA’s hazard mitigation grant program guidance; and

(m) The California Office of Emergency Services (Cal OES), and the FEMA Region IX officials have reviewed the updated MJHMP, and approved it contingent upon this official adoption by the participating governing body; and

(n) The Buttonwillow Union School District desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the updated MJHMP; and

(o) Adoption by the governing body for the Buttonwillow Union School District demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this updated MJHMP; and

(p) Adoption of this plan helps to coordinate the responsible agencies to carry out their responsibilities under the updated MJHMP.

Section 2. NOW, THEREFORE, IT IS RESOLVED by the Board President of the Buttonwillow Union School District:

1. This governing school board finds the facts mentioned above to be true and further finds that this governing school board has jurisdiction to consider, approve, and adopt the subject of this Resolution.

2. This governing school board does hereby adopt the updated Kern Multi-Jurisdiction Hazard Mitigation Plan Volume 1 and its Annex, as approved by FEMA and Cal OES, as the official mitigation plan for Buttonwillow Union School District.

3. This governing school board authorizes the Director of Kern County Emergency Services to submit an approved and signed copy of this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000.

Passed: _____

Date: _____

Clerk of the Governing Board

July 9, 2021

To: Williams Settlement Contacts
District Superintendents

From: Patrice Richter, Grant Development Director

Subject: Williams Settlement 4th Quarter Report
Williams Settlement 2021-22 Inspection Cycle

California *Education Code* Section 1240 requires that the County Superintendent or a representative visit schools identified in the county to review information in selected areas, and report the results to you. The 4th Quarter Report for the 2020-21 school year is attached for submission to your governing board. This report normally includes information on teacher assignments and vacancies. Unfortunately, this review has been postponed by the state and will be included in the annual report scheduled for distribution in November.

Information regarding the 2021-2022 inspection cycle will be sent to you as soon as plans are finalized. The CDE has indicated that the requirement for unannounced or “surprise” visits will be waived this year, so all visits will be announced, with plans made in advance with school administration.

Starting on July 1, Christine Goedhart-Humphrey will be coordinating the Williams Program activities for the Kern County Superintendent of Schools Office. She may be reached at (661) 636-4330. Her secretary, Maribel Polanco, may be reached at (661) 636-4657. Please continue to send Williams related e-mail to williamssettlement@kern.org.

It has been my pleasure to work with you for the past several years as the Williams Coordinator. I hope you have a wonderful summer and a fabulous school year!

District: Buttonwillow Union School District

School: Buttonwillow Elementary School

Grade Levels: K-8

Review Date: 9/9/20

Due to school closures caused by the COVID-19 pandemic, Williams Settlement Reviews were conducted remotely with instructional materials sufficiency and facilities information provided by district and school personnel. Site visits were expected to be conducted in late Fall, however, school closures persisted into late Spring.

INSTRUCTIONAL MATERIALS REVIEW:

Review conducted this quarter: NO

1. ELA / ELD - Sufficient
2. Math - Sufficient
3. Social Studies - Sufficient
4. Science - Sufficient
5. Health - N/A
6. Foreign Language - Sufficient
7. Special Education - N/A

FACILITY INSPECTION REVIEW:

Review conducted this quarter: NO

1. Overall Rating - 100%
2. School Rating - Exemplary
3. Deficiencies - None

SCHOOL ACCOUNTABILITY REPORT CARD (SARC):

Review conducted this quarter: NO

Review Date (on-line): 4/12/2021
Instructional Materials Discrepancies: NO
Facility Conditions Discrepancies: NO
The SARC was found to be correctly posted to the CDE website and included all required Williams Settlement elements.

TEACHER MISASSIGNMENT AND VACANCY REVIEW:

Review conducted this quarter: NO

Teacher Misassignment and Vacancy information is expected to be included on the annual report scheduled for distribution in mid-November, to report:

- Number of misassignments
- Number of misassignments corrected within 30 calendar days
- Number of classes in which the teacher was lacking the appropriate authorization/training to teach English Language Learners and 20% or more of students were English Language Learners
- Number of teacher vacancies
- Number of teacher vacancies filled this quarter

July 14, 2021

To the Board of Trustees and District Management
Buttonwillow Union School District

We are pleased to confirm our understanding of the services we are to provide Buttonwillow Union School District for the year ended June 30, 2021. We will audit the Statement of Assets, Liabilities and Fund Balance and the Statement of Grant Revenues, Expenditures Incurred, and Changes in Fund Balance (financial statements), including the related notes to the financial statements of the Buttonwillow Union School District First Five Kern School Readiness Program as of and for the year ended June 30, 2021.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Buttonwillow Union School District, as they pertain to the First Five Kern School Readiness Program, and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the financial statements of the Buttonwillow Union School District First Five Kern School Readiness Program. Our report will be addressed to the Board of Trustees and District Management of Buttonwillow Union School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Buttonwillow Union School District, as it pertains to the First Five Kern School Readiness Program, is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance

that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures--General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures--Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements

resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures--Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants of the Buttonwillow Union School District, as they pertain to the First Five Kern School Readiness Program. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Buttonwillow Union School District, as it pertains to the First Five Kern School Readiness Program. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants, and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Buttonwillow Union School District as they pertain to the First Five Kern School Readiness Program; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Linger, Peterson & Shrum, and constitutes confidential information. However, subject to applicable laws and regulations, audit

documentation and appropriate individuals will be made available upon request and in a timely manner to the Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Linger, Peterson & Shrum personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by an oversight agency for audit or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to issue our reports no later than December 31, 2021. Bret Harrison is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$2,100. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Buttonwillow Union School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Bret D. Harrison, CPA
Linger, Peterson & Shrum

RESPONSE:

This letter correctly sets forth the understanding of Buttonwillow Union School District.

By: _____

Title: _____

Date: _____