

COTTONWOOD UNION SCHOOL DISTRICT

20512 West First Street
Cottonwood, CA 96022

AGENDA FOR Tuesday, August 16, 2022 6:30 P.M.

Regular Board Meeting, West Cottonwood Library

Rules and Procedures

The Cottonwood Union School District Board desires that its meetings be conducted in an open fashion and encourages public participation. Persons attending a meeting who wish to speak concerning an agenda item should notify the Board Chairperson of their desire to speak prior to the start of the meeting and should come forward during the time set aside for public comment and communication. It may be necessary, at times, for the Chairperson to limit discussions due to time considerations.

Arrangements to place an item on the agenda and make a presentation concerning said item must be established with the Superintendent, or any Board Member, at least ten calendar days in advance of the meeting. The request to address the Board shall be submitted in writing and the proposed stated in, or with, the request.

1.0 Call Regular Meeting to Order

2.0 Pledge of Allegiance

3.0 Approval of Agenda

4.0 Recognition (Students, Staff, Curriculum) Curriculum Review

5.0 Public Forum/Hearing of Person Wishing to Address the Board

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures: At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code [35145.5](#), Government Code [54954.2](#)) Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code [54954.2](#)) Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. Comments shall be limited to 3 minutes per person and 20 minutes for all comments, unless different time limits are set by the Chairman subject to the approval of the Board.

6.0 Consent Agenda

6.1 Review of Consent Agenda

6.1.1 Approval of Board Meetings for:

Regular Board Meeting held on **Tuesday, June 28, 2022 (pg. 4-8)**

Regular Board Meeting held on **Wednesday, June 29, 2022 (pg. 9-10)**

6.1.2 Approval to Hire: Ariel Harris - Teacher, Christina Baker – Teacher, Leticia Bugarin – Instructional Assistant, Holly Morris - Instructional Assistant, Roxy Mueller – Cafeteria Assistant, Taryn O’hern - Instructional Assistant, Amber Pitner – Teacher, Autumn Poole - Counselor, Katie Qualls - Instructional Assistant, Jaime Weideman - 6th Grade Teacher.

6.1.4 Accept resignation letter from: Kaylee Castaneda, Donald Leedy – Recess Duty/Aide Cafeteria Assistant, Omeara Watson – 5th Grade teacher, Yvonne White – Preschool Assistant (pg. 11-14)

6.1.5 Accept Retirement Letter from: Mark Lacy – Bus Driver, Cheryl Struble, Cafeteria Assistant (pg. 15-16)

- 6.1.6 Approval of the following Contracts: **School Services of California Inc.** – Fiscal Budget Services, **Catalyst Mentoring** – Mentoring services (pg. 17-31)

6.2 Approval of Consent Agenda

7.0 Discussion/Action items

- 7.1 Consider approval of the Commercial Warrants (pg. 32-43)
- 7.2 Consider approval of the 45-Day Budget Revision 2022/2023 (pg. 44)
- 7.3 Consider approval of the Consolidated Application (pg.45-57)
- 7.4 Consider approval of the 2022 Local Agency Biennial Notice and review of BB 9270, Conflict of Interest Code (pg. 58-66)
- 7.5 Consider approval: Board Policies/Administrative Regulations:
 - BP 0420.41 Charter School Oversight (pg. 67-78)
 - E (1) 0420.41 Charter School Oversight (pg. 79-95)
 - E (1) 1113 District and School Web Sites (pg. 96-105)
 - AR 1312.4 Williams Uniform Complaint Procedures (pg. 106-111)
 - E (2) 1312.4 Williams Uniform Complaint Procedures (pg. 112-116)
 - BP 3110 Transfer of Funds (pg. 117-119)
 - AR 3517 Facilities Inspection (pg. 120-124)
 - E (1) 3517 Facilities Inspection (pg. 125-126)
 - BP 3523 Electronic Signatures (pg. 127-128)
 - AR 3523 Electronic Signatures (pg. 129-131)
- 7.6 Consider approval to surplus old Chromebooks
- 7.7 Consider approval of reinstatement of District Wide Speech Aide 5.75 position (pg. 132)
- 7.8 Consider approval of change in 8-hour cafeteria position (pg. 133-136)
- 7.8 Consider approval of Cottonwood Teachers Association Contract 2022-2024 (pg. 137-168)
- 7.9 Consider approval of Resolution # 2022 – 14 Energy Service Contract (pg. 169 -171)
 - Exhibit A (pg. 172-189)
 - Exhibit B (pg. 190-196)
- 7.10 Consider approval of Change of Parent Teacher Conference week on School Calendar 2022/2023 (pg. 197)
- 7.11 Consider approval of Independent Study Program 2022-2023 (pg. 198-227)

8.0 Informational Items:

- 8.1 CTA Report
- 8.2 Superintendent's Report
- 8.3 Principal's Report

9.0 Information/Communication Items.

9.1 Shasta County Pooled Investment Report for June & July 2022 (pg. 228-231)

9.2 Quarterly Williams Uniform Complaints July 2022 (pg. 232)

10.0 Governing Board Discussion and Suggested Agenda Items

11.0 Future Meetings:

11.1 Regular Board Meeting, **Tuesday, September 20, 2022 6:30 p.m.** in the West Cottonwood School Library, 20512 w. First Street, Cottonwood, CA 96022.

12.0 Closed Session: Adjournment to Closed Session during this meeting to consider and/or take action upon the following items:

12.1 Pursuant to Government Code Section 54957
Public Employee / Discipline / Dismissal / Release

Public Notice of Action Taken in Closed Session

13.0 Adjournment

AMERICAN WITH DISABILITIES ACT NOTICE

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board of Trustees meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the District Office at (530) 347-3165. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodation, auxiliary aids or services.

DOCUMENT AVAILABILITY

Documents provided to a majority of the Governing Board regarding an open session item on this agenda, including documents distributed to the board less than 72 hours in advance of a board meeting are available for public inspection at the District office located at 20512 West First Street, Cottonwood CA 96022 during normal business hours.

NOTE: Copies of the agenda, approved board minutes and board packets may be reviewed/downloaded on the Cottonwood Union School District's website at www.cwusd.com Each month's board packet will be available on the website after 3:00 p.m. on the Friday prior to the Regular Board Meeting.

To review and/or print a board packet:

Go to www.cwusd.com

Click on [Board of Trustees](#) in the right hand column

Click on [Board Meeting Documents](#) in the left hand column, and

Click on [Meeting Agendas, Minutes, or Board Meeting Packets](#) to review or download as you would like.

Cottonwood Union School District

20512 West First Street
Cottonwood, California 96022

Tuesday, June 28, 2022

Regular Board Meeting, West Cottonwood School Library

Members Present: Mr. Iles, Mr. O'Brien, Mrs. Sulzer

Members Absent: Mrs. Cordova, Mrs. McDougall

Others Present:

Doug Geren, Superintendent

Laura Merrick, CBO

Staff and Community: None Present

1.0 Call Regular Meeting to Order at 6:30 pm by Mr. Iles

2.0 Pledge of Allegiance led by Mr. Iles

3.0 Approval of Agenda

ACTION: Mrs. Sulzer made a motion, seconded by Mr. O'Brien to approve the agenda as presented

VOTE: Unanimous in Favor

4.0 Recognitions (Student, Staff, Curriculum) Curriculum Review-
None at this time

5.0 Public Forum/Hearing of Persons Wishing to Address the Board
None at this time

6.0 Consent Agenda

6.1 Review of Consent Agenda

6.1.1 Approval of Board Meetings for:

Regular Board Meeting held on **Tuesday, May 17, 2022**

6.1.2 Approval to Hire: Christina Baker – TK Teacher; **Amber Pitner** – Intervention Teacher at West; **Ashley Studer** – Inst Asst at North.

6.1.4 Accept resignation letter from Rebecca Bloom – Cafeteria Assistant, **Teresa Provence** – 6th Grade Teacher, **Maggie Shields** – 1st Grade Teacher, **Sydney Miller**- SDC Instructional Assistant, **Alexandria Matajich** - SDC Instructional Assistant

6.1.3 Approval of the following Contracts:

Shasta County Office of Education- Vehicle Maintenance for 2022/23

Columbia Elementary School District – Assistant Superintendent Services 2022/23

Shasta County Office of Education - North Cottonwood Preschool Facility Use Agreement 2022/23 - 2026-27

Shasta County Office of Education- Document Tracking Services 2022/2023

6.2 **Approval of Consent Agenda**

ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve the consent agenda

VOTE: Unanimous in Favor

7.0 **Discussion/Action Items**

7.1 **Consider Approval: Commercial Warrants**

ACTION: Mrs. Sulzer made a motion, seconded by Mr. O'Brien to approve the commercial warrants

VOTE: Unanimous in Favor

7.2 **Consider approval of Resolution #2022-5, authorizing the Governing Board to transfer budgeted funds from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications for year-end closing**

ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve Resolution # 2022-5

VOTE: Unanimous in Favor

7.3 **Public Hearing – Review the Local Control Accountability Plan (LCAP) for 2022-2023, Budget Overview for Parents for the 2022/2023 year. (The plan will be presented for approval to the board on June 29, 2022.)**

ACTION: Discussion was had

VOTE: Vote not required

7.4 **Public Hearing on proposed 2022/2023 District Budgets.**

(The 2022/2023 District Budget will be presented for approval to the board on June 29, 2022.)

Fund 01 - General Fund

Fund 25 – Capital Facilities Fund

Fund 13 - Cafeteria Fund

Fund 51 – Bond Interest & Redemption Fund

Fund 17 - Special Reserve Fund

Fund 20 – Retiree Fund

Narrative, Summary of Inter-Fund Activities, Attendance Detail, Cash Flow, Multi-Year

Projections, Criteria and Standards and Reserve Disclosure are submitted for review and approval.

Cottonwood Creek Charter School 2022/23 Adopted Budget (Information Only)

ACTION: Discussion was had

VOTE: Vote not required

7.5 **Consider approval of Resolution #2022-6, Regarding the Education Protection Account (EPA) for 2022-2023.**

ACTION: Mrs. Sulzer made a motion, seconded by Mr. O'Brien to approve Resolution #2022-6

VOTE: Unanimous in Favor

- 7.6 Consider approval of Resolution #2022-7, Authorization for 2022/2023 Interfund Temporary Cash Transfers.**
ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve Resolution #2022-7
VOTE: Unanimous in Favor
- 7.7 Consider approval of Resolution #2022-8, Transfer of Funds from the General Fund to the Special Reserve Fund for Capital Outlay Projects, Fund 40.**
ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve Resolution #2022-8
VOTE: Unanimous in Favor
- 7.8 Consider approval of Resolution #2022-9, Transfer of Funds from the General Fund to the Cafeteria Fund, Fund 13.**
ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve Resolution #2022-9
VOTE: Unanimous in Favor
- 7.9 Consider approval of the Annual Declaration of Need for Fully Qualified Educators for the 2022/2023 school year.**
ACTION: Mrs. Sulzer made a motion, seconded by Mr. O'Brien to approve Annual Declaration of Need for Fully Qualified Educators for the 2022/2023 school year.
VOTE: Unanimous in Favor
- 7.10 Consider approval of the AB1200 and Tentative Agreement with the Administration for 2022/23 through 2023/24 (2-year agreement)**
ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve the AB1200 and Tentative Agreement with the Administration for 2022/23 through 2023/24 (2-year agreement)
VOTE: Unanimous in Favor
- 7.11 Consider approval of updated Principal Salary Schedule effective 2022-2023 adding additional steps.**
ACTION: Mr. O'Brien made a motion, seconded by Mr. Iles to approve updated Principal Salary Schedule effective 2022-2023 adding additional steps.
VOTE: Unanimous in Favor
- 7.12 Consider approval of Resolution 2022-10 Northern California Schools Insurance Group (NCSIG) bylaw amendment.**
ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve Resolution 2022-10
VOTE: Unanimous in Favor
- 7.13 Consider approval of ELO Plan.**
ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve ELO Plan
VOTE: Unanimous in Favor

7.14 Consider approval of Resolution 2022-11 Ordering Governing Board Election and Specifications of the Election Order.

ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve Resolution #2022-11

VOTE: Unanimous in Favor

7.15 Consider approval of Resolution 2022-12 Cost of Candidate Statements.

ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve Resolution #2022-12

VOTE: Unanimous in Favor

7.16 Consider approval of Resolution 2022-13 Procedure in Case of Tie Vote at Governing

ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve Resolution #2022-13

VOTE: Unanimous in Favor

7.17 Consider approval: Board Policies/Administrative Regulations:

AR 5113- Absences and Excuses

AR 5142 – Safety

Exhibit (1) 5145.6 –Parental Notification

BP 6173- Education for Homeless Children

AR 6173 - Education for Homeless Children

Exhibit (1) 6173 - Education for Homeless Children

Exhibit (2) 6173 - Education for Homeless Children

Board Bylaw 9322 – Agenda/Meeting Materials

ACTION: Mrs. Sulzer made a motion, seconded by Mr. O'Brien to approve AR 5113, AR 5142, Exhibit (1) 5145.62, BP 6173, AR 6173, Exhibit (1) 6173, Exhibit (2) 6173, Board Bylaw 9322

VOTE: Unanimous in Favor

7.18 Consider approval of 2022 List of Surplus Items.

ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve the 2022 List of Surplus Items

VOTE: Unanimous in Favor

8.0 Informational Items-

8.1 CTA Report – None

8.2 Superintendent's Report – Mr. Geren gave a brief update on the solar project, and discussed CSBA Board Training in December 2022.

8.3 Principal's Report – None

9.0 Information/Communication Items

- 9.1 Enrollment Report
- 9.2 Shasta County Pooled Investment Report for May 2022

**10.0 Governing Board Discussion and Suggested Agenda Items:
None at this time**

11.0 Future Meetings:

- 11.1 Regular Board Meeting, **Wednesday, June 29, 2022, 6:30 p.m.** in the West Cottonwood School Library, 20512 W. First Street, Cottonwood, CA 96022.
- 11.2 Regular Board Meeting, **Tuesday, July 19, 2022, 6:30 p.m.** in the West Cottonwood School Library, 20512 W. First Street, Cottonwood, CA 96022.

12.0 Closed Session: Adjournment to Closed Session at 8:02 pm to consider and/or take action upon the following items:

- 12.1 Pursuant to Government Code section 54957
Public Employee / Discipline / Dismissal / Release

13.0 Adjournment- the meeting adjourned at 08:24 pm

Matt Iles, President

Heather Sulzer, Clerk

Kim Cordova, Member

Deidre McDougall, Member

James O'Brien, Member

Cottonwood Union School District

20512 West First Street

Cottonwood, California 96022

Wednesday, June 29, 2022

Regular Board Meeting, West Cottonwood School Library

Members Present: Mr. Iles, Mr. O'Brien, Mrs. Sulzer

Members Absent: Mrs. Cordova, Mrs. McDougall

Others Present:

Doug Geren, Superintendent

Laura Merrick, CBO

Staff and Community: None Present

1.0 Call Regular Meeting to Order at 6:43 pm by Mr. Iles

2.0 Pledge of Allegiance led by Mr. Iles

3.0 Approval of Agenda

ACTION: Mrs. Sulzer made a motion, seconded by Mr. O'Brien to approve the agenda as presented

VOTE: Unanimous in Favor

4.0 Public Forum/Hearing of Persons Wishing to Address the Board

None at this time

5.0 Discussion/Action Items

5.1 Consider approval of Local Control Accountability Plan (LCAP) for 2022/2023.

ACTION: Mrs. Sulzer made a motion, seconded by Mr. O'Brien to approve the Local Control Accountability Plan LCAP 2022/2023

VOTE: Unanimous in Favor

5.2 Consider approval of the proposed 2022/2023 District Budgets.

ACTION: Mr. O'Brien made a motion, seconded by Mrs. Sulzer to approve the proposed 2022/2023 District Budgets.

VOTE: Unanimous in Favor

6.0 Future Meetings:

11.1 Regular Board Meeting, **Tuesday, July 19, 2022, 6:30 p.m.** in the West Cottonwood School Library, 20512 W. First Street, Cottonwood, CA 96022. (IF NEEDED)

11.2 Regular Board Meeting, **Tuesday, August 16, 2022, 6:30 p.m.** in the West Cottonwood School Library, 20512 W. First Street, Cottonwood, CA 96022.

Public Employee / Discipline / Dismissal / Release

13.0 Adjournment- the meeting adjourned at 06:46 pm

Matt Iles, President

Heather Sulzer, Clerk

Kim Cordova, Member

Deidre McDougall, Member

James O'Brien, Member

Katie Baugh

From: Chalynn Dotzenrod <chalynn.dotzenrod@cuesd.com>
Sent: Friday, June 24, 2022 9:10 AM
To: Amanda McAbel; Katie Baugh
Subject: FW: Letter of resignation

CAUTION: This email originated from outside of Cottonwood Union School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is Kaylee's letter of resignation. Can we fly her position on Edjoin?
Thank you!

Thank you,
Chalynn Dotzenrod
Director of Child Nutrition
Cascade Union Elementary School District
Cottonwood Union School District
530-378-7000 ext 7104

From: Kaylee Castaneda <kcastaneda@cwusd.com>
Sent: Thursday, June 23, 2022 5:22 PM
To: Chalynn Dotzenrod <chalynn.dotzenrod@cuesd.com>
Subject: Letter of resignation

To whom it may concern:

I would like to say thank you for the great opportunity of working at the north cottonwood elementary school kitchen 2021-2022. It has been an amazing work experience, unfortunately I will have to resign my position as a part-time assistant due to being pregnant and not being able to return the next school year. My last day working was June 10th, 2022

Again thank you so much for the opportunity!! I will miss everyone I was able to meet and work with!

Kaylee Castaneda.

To whom it may concern,

I am resigning from my position as Recess duty/ Aide because I will be pursuing my student teaching this fall and there will be a conflict of interest. I would like to continue as the North Cottonwood Running Club coach if possible. Please keep me informed.

Thank you for the time and experience gained in this position,

Donald Leedy

530-407-8745

June 30, 2022

Doug Geren
Superintendent
Cottonwood Union School District
20512 West 1st St.
Cottonwood, CA 96022

Mr. Geren,

I am writing to inform you that I am resigning from my position as 5th grade teacher in the Cottonwood School District effective June 30th. I have loved working in Cottonwood for the last six years, and do not make this decision lightly. I appreciate all the support I have received from the District and my site administrators.

Sincerely,

A handwritten signature in black ink, appearing to read "Omeara Watson". The signature is fluid and cursive, with the first name "Omeara" being more prominent than the last name "Watson".

Omeara Watson

Katie Baugh

From: Rebecca Barnes
Sent: Friday, August 5, 2022 10:50 AM
To: Katie Baugh
Subject: FW: Resignation letter

From: diamondyranch [mailto:diamondyranch@sbcglobal.net]
Sent: Friday, August 5, 2022 10:47 AM
To: Rebecca Barnes <rbarnes@cwusd.com>
Subject: Resignation letter

CAUTION: This email originated from outside of Cottonwood Union School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am resigning from my position of Preschool Teacher as of this date.

Thank you
Yvonne White

Sent from my Verizon. Samsung Galaxy smartphone

To who it may concern,

I'm writing you this letter to inform you that I will be retiring on October 20, 2022.

Sincerely,

Mark Lacy

Mark Lacy 8/1/22

Amanda McAbel

From: Cheryl Struble
Sent: Thursday, August 4, 2022 2:29 PM
To: Chalynn Dotzenrod - CUESD; Katie Baugh; Cecile LaMar; Amanda McAbel
Subject: Retirement

With heavy heart and hope for the future I give you a date for my retirement. My knee's can't continue to walk on the kitchen floors. I feel truly blessed to have been a team member for all these years. Thank you so much. I give thanks and praise to the Lord for letting me serve his children for all these years. My last day will be August 30, 2022. I am wanting the retirement incentive of 25 thousand dollars. Please fly my job so you guys can hire the perfect team for North Cottonwood school. I want to use my sick leave so I don't have to come in to work. I can come in to help clean before and help the kids with their cards. Hopefully I will be able to sub in the future. Blessings and good will for the school year to come.
Sincerely Cheryl Struble :)



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www.sscal.com

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Company*

MEMORANDUM

July 26, 2022

TO: Superintendent or CBO
Cottonwood Union Elementary School District

FROM: John D. Gray
President/CEO

It has been a pleasure to provide Cottonwood Union Elementary School District our Fiscal Budget Services during the past year. We value our relationship and appreciate the continued confidence that you and your staff have expressed in School Services of California Inc.

Our current contract expires on August 31, 2022. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option to include our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Chloe Lum, Systems Data Specialist.

To activate our Agreement, please sign the contract (and the Addendum, at your discretion) and *scan and e-mail* the Agreement to Rebecca Rogers at RebeccaR@sscal.com for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by August 31, 2022. If you are unable to return it by this date, please contact our Accounting Department. Please note that this contract reflects a modest price increase above the current year.

If you have any questions or need additional information, please give me a call at (916) 446-7517.

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an Agreement between the **COTTONWOOD UNION ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of September 1, 2022.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*.
 - b. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - c. Eight hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.
 - d. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate.
2. The Client agrees to pay to the Consultant for services rendered under this Agreement:
 - a. \$4,260 annually, plus expenses, or payable at \$355 per month, plus expenses, for the services listed in Item 1 above, upon billings from the Consultant

COTTONWOOD UNION ELEMENTARY SCHOOL DISTRICT

- b. For all requested services in excess of eight direct service hours as indicated in Item 1c above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning September 1, 2022, and terminating August 31, 2023. Agreement may be terminated prior to August 31, 2023, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____

Date: _____

Print Name

Job Title

Cottonwood Union Elementary School District

By:  _____

Date: July 26, 2022

John D. Gray

President/CEO

School Services of California Inc.

**COTTONWOOD UNION SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into effective August 1, 2022 (the "Effective Date"), by and between the **Cottonwood Union School District** ("District") and **Catalyst Mentoring** ("Contractor").

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Services"):

Mentoring students, including connecting students with mentors from the Catalyst Mentoring program. Services will include on-site mentoring; mentors will not drive students or otherwise take or transport student off of school campuses without separate written request and approval from the District Office.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees, agents or volunteers (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on *August 1, 2022*, and shall terminate upon completion of the Services, but no later than *June 30, 2023* ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or

equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

6. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

7. **Insurance.** Contractor shall provide all insurance as provided in Exhibit A, attached hereto.

8. **Independent Contractor Status.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

9. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

10. **Certifications**

10.1 **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, Contractor hereby represents and warrants to District the following:

The Contractor and Contractor Parties have **more than limited contact** (as determined by District) with District students during the Term of this Agreement. All of the Contractor and Contractor Parties, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these

Contractor and Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. *A listing of these offenses is provided, attached as Exhibit B.*

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the representations set forth above, or Contractor or Contractor Parties add personnel, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any contact is permissible.

10.2 Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, Contractor hereby represents and warrants to District the following:

The Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406.

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

10.3 Certifications provided to the District. Contractor will provide a listing to District of approved mentors who have completed fingerprinting/criminal background checks and TB certifications. Contractor will not include individuals on this listing without completing both certifications. This listing will be updated by contractor and provided to District as often as the contractor approves new or removes mentors from their staff. The current listing of approved mentors is attached to this contract.

11. Mandated Reporter Training. Contractor and Contractor Parties shall be subject to and at all times comply with the Mandated Reporter requirements of Ed Code. The Contractor shall provide the required mandated reporter training to any Contractor Parties that meet the definition of mandated reporter under section 11165.7 of the Penal Code, including but not limited to, an administrator or employee of a public or private organization whose duties require direct contact and supervision of children. Trainings shall be provided in compliance with Education Code section 44691 and Penal Code section 11165.7. Contractor shall maintain adequate record for inspection or audit, which will be provided to the District upon request.

12. Megan's Law. Contractor shall consult the Megan's Law website to ensure Contractor Parties are not identified on the database.

13. Confidential Information. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including

but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Shasta, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach. Contractor agrees to comply with the requirements and reporting obligations contained in the California Child Abuse and Neglect Reporting Act, California Penal Code sections 11164-11174.3 and to obtain appropriate training to ensure compliance.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

22. **Time.** Time is of the essence to this Agreement.

23. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

24. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

25. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

26. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

27. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

28. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

29. **Board Approval/Ratification.** The effectiveness of this Agreement and any amendment hereto is contingent upon approval or ratification by the District's Governing Board.

* * * * *

DISTRICT:

CONTRACTOR:

**COTTONWOOD UNION
SCHOOL DISTRICT**

CATALYST MENTORING

By: _____

By: _____

Name: Doug Geren

Name: Jenna Berry

Title: Superintendent

Title: Executive Director

Address for District Notices:

Address for Contractor Notices:

20512 1st Street
Cottonwood, CA 96022

2280 Benton Dr. Building B
Redding, CA 96003

EXHIBIT A

INSURANCE

Contractor, at its expense, shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability on an occurrence form. Liability deductible or Self-Insured Retention not to exceed \$5,000. Claims Made coverage will not be accepted. Coverage shall be at least as broad as ISO form CG0001.
2. Automobile Liability including owned, non-owned, and hired automobiles. If insured by a Personal Auto Policy, it must include a Business Use Endorsement. ***Waived unless separate agreement for student transportation is reached.***
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of \$1,000,000 per Accident for Bodily Injury or Disease.
4. Professional Liability / Errors & Omissions Liability / Malpractice / Educators Legal Liability insurance appropriate to the Contractor's profession. Claims Made Coverage form is acceptable, however retroactive date must be before the date of the Contract and insurance maintained for at least three (3) years after completion of contract of work. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|---|-------------|--|
| 1. General Liability: | \$2,000,000 | General Aggregate |
| | \$2,000,000 | Products/Completed Operations Aggregate |
| | \$1,000,000 | Personal & Advertising Injury |
| | \$1,000,000 | Each Occurrence |
| 2. Automobile Liability: | \$1,000,000 | Per Accident for Bodily Injury & Property Damage |
| 3. Workers' Compensation: | Statutory | As required by the State of California |
| Employer's Liability | \$1,000,000 | Per Accident for Bodily Injury or Disease |
| 4. Professional Liability, E&O or Educators Legal Liability | \$1,000,000 | Per Occurrence |
| 5. Sexual Abuse or Molestation: | \$1,000,000 | Each Incident |

Any insurance proceeds available to Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Contract or Agreement, or (2) the broader coverage and maxi-

mum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and auto liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured:** To the fullest extent permitted by law, the District, its elected or appointed officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. **Primary Insurance:** For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, its elected or appointed officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be required to contribute with it.
3. **Abuse/Molestation:** Evidence the Contractors insurance includes coverage for physical abuse molestation claims.
4. **Waiver of Subrogation:** Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Notice of Cancellation

Each Insurance policy required above shall state that coverage shall not be canceled, except with notice to the District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by District and admitted to do business in the state of California, or accepted by the Surplus Lines Association to do business in California. If Contractor is a Public Entity, coverage maintained in whole or in part in the form of participation by the Contractor in a joint powers authority or other program providing pooled property and liability coverage is acceptable.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the

risk, prior experience, insurer, coverage or other special circumstances.

Indemnity

Contractor agrees to defend, indemnify, and hold harmless the District and its elected or appointed officials, agents, employees and volunteers from any and all liability or loss arising in any way out of the Contractor's negligence in the performance of this Contract, including but not limited to any claim due to injury and/or damage sustained by the Contractor and or the Contractor's employees or agents.

Proof of Insurance

Contractor shall furnish the District with certificates and endorsements affecting coverage required by the agreement/contract. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Mail all certificates and endorsements to:

Cottonwood Union School District
20512 1st Street
Cottonwood, CA 96022

EXHIBIT B

Under Education Code section 45125.1, no employee of a contractor or subcontractor, and no sole proprietor, who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) **Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.**
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a dead-

ly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.



SCHOOL MENTORING PROJECT

Empowering our community to invest in our kids

WE'VE PARTNERED WITH:

- Shasta County Office of Education
- Dunarnis Wellness Center

WE ARE A 501(C)3 NONPROFIT

- We're in 22 schools working with over 100 students
- We've trained and placed over 70 mentors through our program

REACH US AT:

(530) 319-7164
info@catalystmentoring.org
catalystmentoring.org

WHY MENTORING?

Kids who are mentored are:

- 55% less likely than their peers to miss a day of school.
- 46% less likely than their peers to start using illegal drugs.
- 130% more likely to hold a leadership role.

WHAT'S MENTORING?

Mentors meet regularly with students, one day each week, during lunch time on campus.

Mentors spend time talking about positive character traits (responsibility, perseverance, self-control, and bravery) while playing games or working on simple art projects.

Number of Payments	75	
Number of Checks	33	\$126,416.56
Number of ACH Advice	0	
Number of vCard Advice	0	
Total Check/Advice Amount	\$126,416.56	
Total Unpaid Sales Tax	\$0.00	
Total Expense Amount	\$126,416.56	
CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS		
\$0 - \$99	5	
\$100 - \$499	5	
\$500 - \$999	7	
\$1,000 - \$4,999	11	
\$5,000 - \$9,999	1	
\$10,000 - \$14,999	1	
\$15,000 - \$99,999	3	
\$100,000 - \$199,999		
\$200,000 - \$499,999		
\$500,000 - \$999,999		
\$1,000,000 -		
***** ITEMS OF INTEREST *****		
* Number of payments to a different vendor		
! Number of Prepaid payments		
@ Number of Liability payments		
& Number of Employee Also Vendors	1	
? denotes check name different than payment name		
F denotes Final Payment		

APPROVAL DATE _____

Report Totals - Payment Count 75 Check Count 33 ACH Count 0 vCard Count 0 Total Check/Advice Amount \$126,416.56
 \$133,599.07

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Method = N, Payment Type = N, On Hold? = Y, Approval Batch Id(s) = 026721, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

ReqPay05a

Payment Register

Scheduled 08/08/2022 - 08/11/2022 Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor ACCU-PRINT (000999/1) PO BOX 990083 REDDING, CA 96099										
2022/23	07/31/22		FINGERPRINTS JULY 2022	1246	08/08/22	Audit		18.00		18.00
2023 (001360) 01-001-0000-7207-5801-0000-7200-000-										

Total Invoice Amount 18.00 Check

Direct Vendor ACSA FOUNDATION FOR EDUCATIONAL ADM (000026/5) 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010										
2022/23	07/01/22		ACSA MEMBERSHIP RENEWAL NPRINC 22/23	NPRINC RENEWAL 2223	08/11/22	Audit		895.00		895.00
2023 (001303) 01-050-0000-2700-5310-0000-2700-100-										

2022/23	07/01/22		ACSA MEMBERSHIP RENEWAL SUP 22/23	SUP RENEWAL 2223	08/11/22	Audit		1,425.00		1,425.00
2023 (001299) 01-001-0000-7100-5310-0000-7100-000-										

2022/23	07/01/22		ACSA MEMBERSHIP RENEWAL WPRINC 22/23	WPRINC RENEWAL 2223	08/11/22	Audit		960.00		960.00
2023 (001301) 01-020-0000-2700-5310-0000-2700-100-										

2022/23	07/01/22		ACSA MEMBERSHIP RENEWAL WVP 22/23	WVP RENEWAL 2223	08/11/22	Audit		709.00		709.00
2023 (001301) 01-020-0000-2700-5310-0000-2700-100-										

Total Invoice Amount 3,989.00 Check

Direct Vendor AERIES SOFTWARE, INC. (000228/2) 770 THE CITY DR. S; SUITE 6500 ORANGE, CA 92868										
2022/23	07/01/22		YEARLY SUBSCRIPTION	MS-8525	08/08/22	Audit		11,710.00		11,710.00
2023 (003156) 01-001-0000-2420-5801-0000-2420-LC2-										

Total Invoice Amount 11,710.00 Check

Scheduled 08/08/2022 - 08/11/2022

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor ANDERSON-COTTONWOOD DISP SRVCE (000005/1) PO BOX 541065 LOS ANGELES, CA 90054-1065										
2022/23	08/03/22		TRASH SERV	2312817-0531-0	08/09/22	Audit		1,164.47		1,164.47
	2023	(002086)	01-001-0000-8240-5510-0000-8200-000-							
2022/23	08/03/22		TRASH SERV	2313045-0531-7	08/09/22	Audit		915.75		915.75
	2023	(002086)	01-001-0000-8240-5510-0000-8200-000-							
Total Invoice Amount								2,080.22	Check	
Direct Vendor AT&T (000043/3) P.O. BOX 9011 CAROL STREAM, IL 60197-5025										
2022/23	07/19/22		TELEPHONE	000018506342	08/08/22	Audit		886.43		886.43
	2023	(001384)	01-001-0000-7200-5910-0000-7200-000-							
Total Invoice Amount								886.43	Check	
Direct Vendor CALIFORNIA SAFETY CO (000021/1) PO BOX 990956 REDDING, CA 96099-0956										
2022/23	08/04/22		ALARM SERV	508404	08/08/22	Audit		180.00		180.00
	2023	(001324)	01-050-0000-2700-5630-0000-2700-100-							
2022/23	08/04/22		ALARM SERV	508405	08/08/22	Audit		262.50		262.50
	2023	(001335)	01-020-0000-2700-5630-0000-2700-100-							
2022/23	08/04/22		ALARM SERV	509489	08/08/22	Audit		142.50		142.50
	2023	(003205)	01-001-0000-0000-5630-0000-3600-000-							
Total Invoice Amount								585.00	Check	
AP Vendor CDW-G (000159/1) 75 REMITTANCE DR STE 1515 CHICAGO, IL 60675-1515										
2022/23	07/15/22	R4823-00025	REPLACEMENT SERVER QUOTE MVJN393	BL90116	08/09/22	Audit		4,021.88		4,021.88
	2023	(006848)	01-001-0000-2420-6410-0000-2420-000-							
2022/23	07/18/22	R4823-00025	REPLACEMENT SERVER QUOTE MVJN393	BM53413	08/09/22	Audit		723.94		723.94

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Method = N, Payment Type = N, On Hold? = Y, Approval Batch Id(s) = 026721, Page Break by Check/Advice? = N, Zero? = Y)

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Payment Register

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Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			CDW-G (000159/1) (continued)							(continued)
2022/23	07/18/22	R4823-00025	REPLACEMENT SERVER QUOTE MVJN393	BM53413 (continued)	08/09/22	Audit		(continued)		
		2023 (006848)	01-001-0000-2420-6410-0000-2420-000-	BatchId		Check Date		PO# P4823-00025		Register #
2022/23	07/19/22	R4823-00025	REPLACEMENT SERVER QUOTE MVJN393	BN19124	08/09/22	Audit		997.13		997.13
		2023 (006848)	01-001-0000-2420-6410-0000-2420-000-	BatchId		Check Date		PO# P4823-00025		Register #
2022/23	07/20/22	R4823-00025	REPLACEMENT SERVER QUOTE MVJN393	BN79569	08/09/22	Audit		4,182.75		4,182.75
		2023 (006848)	01-001-0000-2420-6410-0000-2420-000-	BatchId		Check Date		PO# P4823-00025		Register #
Total Invoice Amount								9,925.70	Check	
Direct Vendor			COUNTY OF SHASTA DEPT OF PUBLIC WORKS (000051/1) CSA DIV 1855 PLACER ST REDDING, CA 96001							
2022/23	08/01/22		SEWER	612022-7312022	08/08/22	Audit		3,339.60		3,339.60
		2023 (001308)	01-001-0000-8220-5510-0000-8200-000-							
Total Invoice Amount								3,339.60	Check	
Direct Vendor			CRESSWELL PHYSICAL THERAPY (000271/1) PO BOX 492006 REDDING, CA 96049							
2022/23	07/21/22		OT SERV	187	08/08/22	Audit		1,137.50		1,137.50
		2023 (002528)	01-001-6500-0204-5805-5760-1180-100-							
Total Invoice Amount								1,137.50	Check	
AP Vendor			DECKER INC. SCHOOL FIX (000736/1) 50 ENTERPRISE DRIVE PO BOX 176 VASSAR, MI 48768							
F	2022/23	07/27/22	R4823-00046	CLOCK/DISPLAY RAIL	485625A	08/08/22	Audit	918.21		918.21

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Method = N, Payment Type = N, On Hold? = Y, Approval Batch Id(s) = 026721, Page Break by Check/Advice? = N, Zero? = Y)

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Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			DECKER INC. SCHOOL FIX (000736/1)		(continued)					
F	2022/23	07/27/22	R4823-00046	CLOCK/DISPLAY RAIL	485625A (continued)	08/08/22	Audit	(continued)		
		2023	(001244)	01-020-0000-8200-4510-0000-8200-100-	BatchId		Check Date	PO# P4823-00046	Register #	
Total Invoice Amount								918.21	Check	

AP Vendor			FRONTLINE EDUCATION (000797/1)		1400 ATWATER DRIVE MALVERN, PA 19355					
F	2022/23	07/01/22	R4823-00006	FRONTLINE ANNUAL CONTRACT 22/23	INVUS156681	08/08/22	Audit	2,233.80		2,233.80
		2023	(001358)	01-001-0000-7200-5801-0000-7200-000-	BatchId		Check Date	PO# P4823-00006	Register #	
Total Invoice Amount								2,233.80	Check	

Direct Vendor			GOLD STAR FOODS, INC. (000630/2)		P.O. BOX 4328 ONTARIO, CA 91761					
	2022/23	07/06/22		FOOD	5149999	08/08/22	Audit	45.50		45.50
		2023	(001890)	13-001-5310-0000-4710-0000-3700-000-						
Total Invoice Amount								45.50	Check	

AP Vendor			HARBERT ROOFING, INC. (000691/2)		19799 HIRSCH COURT ANDERSON, CA 96007					
F	2022/23	08/08/22	R4823-00021	REROOF ROOMS QUOTE DATED 03/16/2022	6020	08/09/22	Audit	33,662.00		33,662.00
		2023	(003520)	01-020-8150-8110-5630-0000-8110-LC2-	BatchId		Check Date	PO# P4823-00021	Register #	
Total Invoice Amount								33,662.00	Check	

Direct Vendor			HILLTOP MEDICAL CLINIC WEST (000725/1)		1093 HILLTOP DRIVE REDDING, CA 96003					
	2022/23	07/05/22		CHP DRIVER PHYSICAL	DENLOR2022	08/08/22	Audit	125.00		125.00
		2023	(003204)	01-001-0000-0000-5801-0000-3600-100-						

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Method = N, Payment Type = N, On Hold? = Y, Approval Batch Id(s) = 026721, Page Break by Check/Advice? = N, Zero? = Y)

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Payment Register

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Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
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Total Invoice Amount 125.00 Check

AP Vendor	INSIGHT PUBLIC SECTOR SLED (000930/1) 6820 S HARL AVE TEMPE, AZ 85283-4318									
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F	2022/23	07/25/22	R4823-00014	MICROSOFT LICENSE RENEWAL FOR 2022-23	1100964073	08/08/22	Audit	3,411.87		3,411.87
				2023 (001159) 01-020-1100-2420-4310-0000-2420-100-				1,705.94		
				2023 (001189) 01-050-1100-2420-4310-1110-1000-100-				1,705.93		

BatchId Check Date PO# P4823-00014 Register #

Total Invoice Amount 3,411.87 Check

Direct Vendor	LAUNDRY WORLD (000141/1) PO BOX 98 ANDERSON, CA 96007									
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	2022/23	07/27/22		LAUNDRY SERV	258666	08/08/22	Audit	10.00		10.00
				2023 (001306) 01-001-0000-8250-5510-0000-8200-000-						
	2022/23	08/03/22		LAUNDRY SERV	259089	08/08/22	Audit	10.00		10.00
				2023 (001306) 01-001-0000-8250-5510-0000-8200-000-						

Total Invoice Amount 20.00 Check

AP Vendor	MENDES SUPPLY (000656/1) 1030 W DEL NORTE ST EUREKA, CA 95501									
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F	2022/23	07/27/22	R4823-00080	FLOOR WAX	R0558881	08/08/22	Audit	600.17		600.17
				2023 (001244) 01-020-0000-8200-4510-0000-8200-100-						

BatchId Check Date PO# P4823-00080 Register #

Total Invoice Amount 600.17 Check

Direct Vendor	MTN VALLEY SP ED JPA (000934/1) 10140 OREGON TRL REDDING, CA 96003									
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	2022/23	08/04/22		ANNUAL MEMBER FEE 22/23	INV23-00004	08/08/22	Audit	22,487.00		22,487.00
				2023 (004951) 01-001-6500-0000-5801-5001-2110-100-						

Total Invoice Amount 22,487.00 Check

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Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor OFFICE DEPOT, INC (000091/4) PO BOX 29248 PHOENIX, AZ 85038-9248										
2022/23	07/21/22	R4823-00071	OFFICE SUPPLIES - DO	255311427001	08/08/22	Audit		650.15		650.15
		2023 (001247)	01-001-0000-2700-4510-0000-2700-100-	BatchId		Check Date		PO# P4823-00071	Register #	
2022/23	07/21/22	R4823-00071	OFFICE SUPPLIES - DO	255445656001	08/08/22	Audit		16.19		16.19
		2023 (001247)	01-001-0000-2700-4510-0000-2700-100-	BatchId		Check Date		PO# P4823-00071	Register #	
2022/23	07/22/22	R4823-00071	OFFICE SUPPLIES - DO	256694446001	08/08/22	Audit		117.98		117.98
		2023 (001247)	01-001-0000-2700-4510-0000-2700-100-	BatchId		Check Date		PO# P4823-00071	Register #	
2022/23	08/02/22	R4823-00071	OFFICE SUPPLIES - DO	255087529001	08/09/22	Audit		95.16		95.16
		2023 (001247)	01-001-0000-2700-4510-0000-2700-100-	BatchId		Check Date		PO# P4823-00071	Register #	
F	2022/23	08/03/22	R4823-00100	INST MATERIAL MELHASE	256183984001	08/09/22	Audit	200.21		200.21
		2023 (001162)	01-020-1100-0000-4310-1110-1000-100-	BatchId		Check Date		PO# P4823-00100	Register #	
F	2022/23	08/03/22	R4823-00098	INST MATERIAL - HUNTER	259523283001	08/09/22	Audit	172.15		172.15
		2023 (001162)	01-020-1100-0000-4310-1110-1000-100-	BatchId		Check Date		PO# P4823-00098	Register #	
2022/23	08/03/22	R4823-00084	INST MATERIAL - HYDE	259547193001	08/09/22	Audit		218.83		218.83
		2023 (001162)	01-020-1100-0000-4310-1110-1000-100-	BatchId		Check Date		PO# P4823-00084	Register #	
F	2022/23	08/03/22	R4823-00084	INST MATERIAL - HYDE	259551169001	08/09/22	Audit	3.54		3.54
		2023 (001162)	01-020-1100-0000-4310-1110-1000-100-	BatchId		Check Date		PO# P4823-00084	Register #	
2022/23	08/03/22	R4823-00082	INST MATERIAL SWETLAND	259574725001	08/09/22	Audit		191.54		191.54
		2023 (001162)	01-020-1100-0000-4310-1110-1000-100-	BatchId		Check Date		PO# P4823-00084	Register #	

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Method = N, Payment Type = N, On Hold? = Y, Approval Batch Id(s) = 026721, Page Break by Check/Advice? = N, Zero? = Y)

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Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			OFFICE DEPOT, INC (000091/4)		(continued)		(continued)			
2022/23	08/03/22	R4823-00082	INST MATERIAL SWETLAND	259574725001 (continued)	08/09/22	Audit		(continued)		
			BatchId		Check Date		PO# P4823-00082		Register #	
F	2022/23	08/03/22	R4823-00082	INST MATERIAL SWETLAND	259574725001	08/09/22	Audit	12.87		12.87
			2023 (001162) 01-020-1100-0000-4310-1110-1000-100-		BatchId		Check Date		PO# P4823-00082	
			BatchId		Check Date		PO# P4823-00082		Register #	
F	2022/23	08/03/22	R4823-00096	INST MATERIAL LONGNECKER	259644112001	08/09/22	Audit	150.29		150.29
			2023 (001162) 01-020-1100-0000-4310-1110-1000-100-		BatchId		Check Date		PO# P4823-00096	
			BatchId		Check Date		PO# P4823-00096		Register #	
Total Invoice Amount								1,828.91	Check	
Direct Vendor			PRODUCERS DAIRY (000203/1)							
			PO BOX 1231							
			FRESNO, CA 93715-1231							
2022/23	07/25/22		DAIRY	6352220669	08/08/22	Audit		160.51		160.51
			2023 (001890) 13-001-5310-0000-4710-0000-3700-000-							
Total Invoice Amount								160.51	Check	
Direct Vendor			QUALITY SAW & MOWER (000053/1)							
			2901 DOUGLAS ST							
			ANDERSON, CA 96007							
2022/23	07/14/22		REPAIR ESTIMATE FOR WEED EATER	58019	08/08/22	Audit		50.00		50.00
			2023 (001326) 01-050-0000-8110-5630-0000-8110-100-							
Total Invoice Amount								50.00	Check	
AP Vendor			RED BLUFF FLOORING, INC (000876/2)							
			570 S. MAIN ST							
			RED BLUFF, CA 96080							
F	2022/23	08/03/22	R4823-00018	REFLOOR 2 CLASSROOMS QUOTE 2349	01852	08/08/22	Audit	16,941.81		16,941.81
			2023 (003520) 01-020-8150-8110-5630-0000-8110-LC2-		BatchId		Check Date		PO# P4823-00018	
			BatchId		Check Date		PO# P4823-00018		Register #	
Total Invoice Amount								16,941.81	Check	

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Method = N, Payment Type = N, On Hold? = Y, Approval Batch Id(s) = 026721, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

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Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor RYAN'S LAWN CARE (000526/5) 3873 WOLVERINE DR REDDING, CA 96001										
2022/23	07/24/22		LAWN SERV	2240	08/08/22	Audit		750.00		750.00
	2023	(004214)	01-020-0000-8110-5801-0000-8110-100-			375.00				
	2023	(004217)	01-050-0000-8110-5801-0000-8110-100-			375.00				
2022/23	07/30/22		LAWN SERV	2241	08/08/22	Audit		750.00		750.00
	2023	(004214)	01-020-0000-8110-5801-0000-8110-100-			375.00				
	2023	(004217)	01-050-0000-8110-5801-0000-8110-100-			375.00				
2022/23	08/06/22		LAWN SERV	2243	08/08/22	Audit		750.00		750.00
	2023	(004214)	01-020-0000-8110-5801-0000-8110-100-			375.00				
	2023	(004217)	01-050-0000-8110-5801-0000-8110-100-			375.00				

& Employee Also

Total Invoice Amount 2,250.00 Check

Direct Vendor SAN JOAQUIN COUNTY OF ED (000553/1) P.O. BOX 213030 STOCKTON, CA 95213-9030										
2022/23	07/28/22		ED JOIN 22/23	212547	08/08/22	Audit		800.00		800.00
	2023	(001382)	01-001-0000-7200-5814-0000-7200-000-							

Total Invoice Amount 800.00 Check

Direct Vendor SCP DISTRIBUTORS LLC (000812/1) PO BOX 80248 CITY OF INDUSTRY, CA 91716										
2022/23	07/18/22		POOL SERV	SN085763	08/08/22	Audit		975.23		975.23
	2023	(001254)	01-001-0000-8210-4510-0000-8200-100-							
2022/23	07/21/22		POOL SERV	SN086600	08/08/22	Audit		497.02		497.02
	2023	(001254)	01-001-0000-8210-4510-0000-8200-100-							

Total Invoice Amount 1,472.25 Check

Direct Vendor SOLIANT (000992/1) PO BOX 934411 ATLANTA, GA 31193-4411										
2022/23	07/24/22		SPEECH SERV	20446575	08/08/22	Audit		315.00		315.00
	2023	(002528)	01-001-6500-0204-5805-5760-1180-100-							
2022/23	07/31/22		SPEECH SERV	20450258	08/08/22	Audit		226.80		226.80
	2023	(002528)	01-001-6500-0204-5805-5760-1180-100-							

Total Invoice Amount 541.80 Check

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Payment Register

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Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor										
SPECIAL TOUCH CARPET CLEANING (000877/1) 20749 HIGH STREET COTTONWOOD, CA 96022										
2022/23	08/08/22		YEARLY CARPET CLEANING - WEST	6898	08/08/22	Audit		1,633.00		1,633.00
2023 (001337) 01-020-0000-8200-5630-0000-8200-100-										
								Total Invoice Amount	1,633.00	Check
Direct Vendor										
SYSCO FOOD SVCS OF SACRAMENTO (000169/1) PO BOX 138007 SACRAMENTO, CA 95813-8007										
2022/23	07/14/22		FOOD	331811233	08/08/22	Audit		492.48		492.48
2023 (001890) 13-001-5310-0000-4710-0000-3700-000-										
2023 (001891) 13-001-5310-0000-4790-0000-3700-000-										
								Total Invoice Amount	492.48	Check
Direct Vendor										
THE DANIELSON COMPANY (000495/1) 435 SOUTHGATE COURT CHICO, CA 95928										
2022/23	07/01/22		FOOD	280613	08/08/22	Audit		527.95		527.95
2023 (001890) 13-001-5310-0000-4710-0000-3700-000-										
								Total Invoice Amount	527.95	Check
Direct Vendor										
VALLEY PACIFIC PETROLEUM (001010/1) PO BOX 1245 STOCKTON, CA 95231-1245										
2022/23	07/15/22		FUEL	CL-22-519114	08/09/22	Audit		1,028.16		1,028.16
2023 (003195) 01-001-0000-0000-4601-0000-3600-000-										
2023 (001250) 01-001-0000-8120-4510-0000-8110-100-										
2022/23	07/31/22		FUEL	CL-22-520706	08/09/22	Audit		972.03		972.03
2023 (003195) 01-001-0000-0000-4601-0000-3600-000-										
								Total Invoice Amount	2,000.19	Check
Direct Vendor										
VALLEY WEST ACE HARDWARE (000241/1) 20639 GAS POINT RD COTTONWOOD, CA 96022										
2022/23	07/01/22		MAINT SUPPLIES	074655	08/08/22	Audit		38.58		38.58
2023 (001255) 01-050-0000-8110-4510-0000-8110-100-										
2022/23	07/01/22		MAINT SUPPLIES	074661	08/08/22	Audit		4.27		4.27

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Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor	VALLEY WEST ACE HARDWARE (000241/1)			(continued)						(continued)
2022/23	07/01/22		MAINT SUPPLIES	074661 (continued)	08/08/22	Audit		(continued)		
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/05/22		MAINT SUPPLIES	074695	08/08/22	Audit		2.13		2.13
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/07/22		MAINT SUPPLIES	074710	08/08/22	Audit		51.44		51.44
	2023	(001255)	01-050-0000-8110-4510-0000-8110-100-							
2022/23	07/07/22		MAINT SUPPLIES	074712	08/08/22	Audit		31.27		31.27
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/11/22		MAINT SUPPLIES	074741	08/08/22	Audit		42.48		42.48
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/14/22		MAINT SUPPLIES	074785	08/08/22	Audit		7.07		7.07
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/15/22		MAINT SUPPLIES	074790	08/08/22	Audit		25.92		25.92
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/18/22		MAINT SUPPLIES	074812	08/08/22	Audit		31.28		31.28
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/20/22		MAINT SUPPLIES	074836	08/08/22	Audit		17.15		17.15
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/20/22		MAINT SUPPLIES	074839	08/10/22	Audit		7.27		7.27
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/20/22		MAINT SUPPLIES	074840	08/08/22	Audit		1.72-		1.72-
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/25/22		MAINT SUPPLIES	074881	08/08/22	Audit		26.36		26.36
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/26/22		MAINT SUPPLIES	074892	08/08/22	Audit		5.35		5.35
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/26/22		MAINT SUPPLIES	074894	08/08/22	Audit		33.22		33.22
	2023	(001255)	01-050-0000-8110-4510-0000-8110-100-							
2022/23	07/26/22		MAINT SUPPLIES	074896	08/08/22	Audit		52.87		52.87
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/26/22		MAINT SUPPLIES	074897	08/08/22	Audit		15.42		15.42
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							
2022/23	07/29/22		MAINT SUPPLIES	074945	08/08/22	Audit		21.44		21.44
	2023	(001245)	01-020-0000-8110-4510-0000-8110-100-							

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Method = N, Payment Type = N, On Hold? = Y, Approval Batch Id(s) = 026721, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Scheduled 08/08/2022 - 08/11/2022

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor			VALLEY WEST ACE HARDWARE (000241/1)		(continued)		(continued)			
2022/23	07/29/22		MAINT SUPPLIES	074945 (continued)	08/08/22	Audit		(continued)		
Total Invoice Amount								411.80	Check	
Direct Vendor			VERIZON WIRELESS (000208/2)							
			P.O. BOX 660108							
			DALLAS, TX 75266-0108							
2022/23	07/17/22		HOTSPOTS	9911361853	08/08/22	Audit		106.19		106.19
			2023 (006390) 01-001-3212-2420-5801-1110-1000-000-							
Total Invoice Amount								106.19	Check	
Direct Vendor			VERIZON WIRELESS (000208/2)							
			P.O. BOX 660108							
			DALLAS, TX 75266-0108							
2022/23	07/26/22		MAINT CELL PHONE	9912082995	08/08/22	Audit		24.67		24.67
			2023 (001384) 01-001-0000-7200-5910-0000-7200-000-							
Total Invoice Amount								24.67	Check	

EXPENSES BY FUND - Bank Account COUNTY			
Fund	Expense	Cash Balance	Difference
01	125,190.12	1,072,439.94-	1,197,630.06-
13	1,226.44	5,036.99	3,810.55
Total	126,416.56		

Cottonwood Union School District
45-Day Budget Revision
2022/2023

	<u>Funding Exp. Date</u>	<u>Amount Included in Adopted Budget</u>	<u>Updated Estimates 45-Day Revision</u>	<u>Use of Funds</u>
LCFF		\$ 8,679,554	\$ 9,148,330	Used to pay for normal, routine expenses and reduce deficit spending
Estimated Increase		\$ 224,614	\$ 429,080	
LCFF Add ons for TK & Transp				
TK		\$ -	\$ 80,171	Used for TK staffing/materials
Transp		\$ -	\$ 47,550	Used for Transp expenses/buses
Universal Pre-Kindergarten Planning & Implementation		\$ 116,655	\$ 117,071	Used for TK staffing/materials
One-Time Block Grants (was Discretionary BG)		\$ 1,247,160		
Arts, Music, and Inst Mat Disc BG 2025-26			\$ 550,454	Standards Aligned PD/Inst Materials - Inst Materials and PD for Improving School Climate, Digital Literacy, PE, and Learning through Play - Books - Operational Costs
Learning Recovery Emergency Budget 2027-28			\$ 1,012,543	Increase or stabilize instructional learning time - staff to student ratio - close learning gaps - pupil support for learning barriers - additional academic services
ELO-P Revenues (Resource 2600)		258,384	\$ 666,344	Beginning in 23-24, must offer to ALL unduplicated students in Grades TK- 6 and those who request, possibly including transportation.
Updated Lottery #'s				
Unrestricted		\$ 140,224	\$ 146,246	Instructional materials
Restricted		\$ 55,918	\$ 57,638	Tech-based online inst materials
Increase in State Special Ed Funding		\$ 558,423	\$ 683,208	Special Ed student needs
Totals for these Resources		\$ 11,280,932	\$ 12,938,635	
Projected Additional Revenues			\$ 1,657,703	

2022–23 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Doug Geren
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/10/2022

*****Warning*****

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2022–23 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Doug Geren
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/10/2022
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2022–23 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	08/16/2017
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Doug Geren
Authorized Representative's Title	Superintendent

*****Warning*****

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2022–23 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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2022–23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

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2020–21 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2022.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2020–21 Title II, Part A allocation	\$36,983
Transferred-in amount	\$0
Transferred-out amount	\$0
2020–21 Total allocation	\$36,983

Professional Development Expenditures

Professional development for teachers	\$0
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$36,983
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$36,983
2020–21 Unspent funds	\$0

*****Warning*****

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2021-22 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2022.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2021-22 Title II, Part A allocation	\$42,144
Transferred-in amount	\$0
Transferred-out amount	\$0
2021-22 Total allocation	\$42,144

Professional Development Expenditures

Professional development for teachers	\$31,548
Professional development for administrators	\$0
Consulting/Professional services	\$10,596
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$42,144
2021-22 Unspent funds	\$0

*****Warning*****

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2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Brittany
Homeless liaison last name	Stevenson
Homeless liaison title	Counselor
Homeless liaison email address (Format: abc@xyz.zyx)	brittany.stevenson@cwusd.net
Homeless liaison telephone number (Format: 999-999-9999)	530-347-3123
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.0

Homeless Liaison Training Information

*****Warning*****

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2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA’s board approved the homeless education policy	03/15/2016
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	
Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

Title I, Part A Homeless Expenditures

2021–22 Title I, Part A LEA allocation	\$307,459
2021–22 Title I, Part A direct or indirect services to homeless children reservation	\$3,000
Amount of 2021–22 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$395

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2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless services provided (Maximum 500 characters)	Attendance Coordinator works with our homeless students and families to connect them to community resources. We purchased toiletries and clothing. We also use other funds to support our homeless youth-free school supplies, snacks, clothing and school meals. Additionally, homeless students are provided with before and after school care as well as summer school.
No expenditures or encumbrances comment Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	(Empty)

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2022–23 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s) No

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

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2022–23 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
-------------	-------------	------------	-----------------------	--------------------------------	------------------------------------	-------------------	--------------

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2019–20 Title II, Part A Fiscal Year Expenditure Report, 36 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2019 through June 30, 2022.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2019–20 Title II, Part A allocation	\$36,232
Transferred-in amount	\$0
Transferred-out amount	\$0
2019–20 Total allocation	\$36,232

Professional Development Expenditures

Professional development for teachers	\$36,232
Professional development for administrators	\$0
All other professional development expenditures	\$0

Recruitment, Training, and Retention Expenditures

Recruitment activities	\$0
Training activities	\$0
Retention activities	\$0
All other recruitment, training, and retention expenditures	\$0

Miscellaneous Expenditures

Class size reduction	\$0
Administrative and indirect costs	\$0
Equitable services for nonprofit private schools	\$0
All other allowable expenditures and encumbrances	\$0
Total expenditures and encumbrances	\$36,232
2019–20 Unspent funds	\$0

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MEMORANDUM

CLERK OF THE BOARD OF SUPERVISORS
A DIVISION OF THE ADMINISTRATIVE OFFICE
PATRICK J. MINTURN, ACTING CEO/CLERK OF THE BOARD
Stefany Blankenship, Chief Deputy Clerk of the Board

1450 COURT STREET, SUITE 308B
REDDING, CALIFORNIA 96001-1673
VOICE (530) 225-5550
TOLL FREE IN NORTH STATE (800) 479-8009
FAX (530) 229-8238

To: Shasta County Agencies
From: Clerk of the Board's Office
Date: August 9, 2022
Subject: 2022 Biennial Notice for Conflict of interest Codes

The State of California's Political Reform Act requires special districts, school districts, and charter schools to review its Conflict of Interest Code biennially. No later than October of each even-numbered year, each agency must submit a notice to their county's board of supervisors, indicating whether or not an amendment is necessary.

This form was sent to you on June 21, 2022, and we have not received it from you. The due date is October 3, 2022, so you are not late in submitting the form, but we wanted to send this reminder.

The enclosed 2022 Local Biennial Notice form must be returned to the Board of Supervisors no later than October 3, 2022. Thank you for your anticipated cooperation.

Enclosure: 2022 Local Agency Biennial Notice



MEMORANDUM

CLERK OF THE BOARD OF SUPERVISORS
A DIVISION OF THE ADMINISTRATIVE OFFICE
PATRICK J. MINTURN, ACTING CEO/CLERK OF THE BOARD
Stefany Blankenship, Chief Deputy Clerk of the Board

1450 COURT STREET, SUITE 308B
REDDING, CALIFORNIA 96001-1673
VOICE (530) 225-5550

TOLL FREE IN NORTH STATE (800) 479-8009

FAX (530) 229-8238

To: Shasta County Agencies
From: Shasta County Clerk of the Board's Office
Date: June 21, 2022
Subject: 2022 Biennial Notice for Conflict of Interest Codes

The Political Reform Act requires local agencies to review their Conflict of Interest (COI) Code every two years to ensure COI Codes remain current and accurate. On even-numbered years, each agency must file a notice with the code reviewing body indicating whether an amendment is necessary. **The enclosed 2022 Local Biennial Notice form must be returned to the Clerk of the Board no later than October 3, 2022.**

If amendments to your COI Code are necessary, the amended code must be forwarded to the Clerk of the Board for submission to the Board of Supervisors for approval. Your amended code is not effective until it has been approved by the Board of Supervisors (the code reviewing body).

Along with the amended code, please include a copy of your Board meeting minutes indicating approval of the amendments and a letter from your legal counsel which conveys that the amended COI Code assures conformance with state law and with regulations promulgated by the Fair Political Practices Commission (FPPC).

The FPPC advises that the following three basic components must be included in your COI Code:

- Language that incorporates FPPC Reg. 18730 or contains the basic provisions required in Government Code section 87302
- A list of designated positions whose duties include making or participating in making governmental decisions
- Disclosure categories specifying financial interests (investments, interests in real property, income, and business positions) that filers in designated positions must disclose

If you answer yes to any of the questions below, your COI Code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions, please contact the Clerk of the Board's office. Additional information, including an online webinar regarding how to amend a conflict of interest code, is available on the FPPC's website, www.fppc.ca.gov.

Enclosure: 2022 Local Agency Biennial Notice

2022 Local Agency Biennial Notice

Name of Agency: Cottonwood Union School District
Mailing Address: 20512 First Street, Cottonwood CA 96022
Contact Person: Amanda McAbel Phone No. (530) 347-3165 x 1
Email: amcabel@cwusd.com Alternate Email: lmerrick@cwusd.com

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (describe) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

SHASTA COUNTY CLERK OF THE BOARD
1450 COURT STREET, SUITE 308B
REDDING, CA 96001-1673

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

www.fppc.ca.gov
FPPC Advice: advice@fppc.ca.gov (866.275.3772)

Conflict Of Interest

Incompatible Activities

Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code 1126)

Conflict of Interest Code

The district's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the district if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment

5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records

6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records

7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records

8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b), they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Disqualification for Board Members Who Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code 87105)

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)

3. Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. (Government Code 87105)

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)

(cf. 3430 - Investing)

The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)

If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

APPENDIX

DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

None

1. Persons occupying the following positions are designated employees in Category 1:

Governing Board Members

Superintendent of Schools

Designated persons in this category must report:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

b. Investments or business positions in or income from sources which:

(1) Are engaged in the acquisition or disposal of real property within the district

(2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or

(3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

2. Persons occupying the following positions are designated employees in Category 2:

Assistant/Associate Superintendent Purchasing Agent

Business Manager Principal

Assistant Principal

Maintenance and Operations Director Program Coordinator

Project Specialist Supervisor

Designated persons in this category must report investments or business positions in or income from sources which:

a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or

b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to:
(2 CCR 18701)

a. Approve a rate, rule or regulation

b. Adopt or enforce a law

c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement

d. Authorize the district to enter into, modify or renew a contract that requires district approval

e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party

f Grant district approval to a plan, design, report, study or similar item

g. Adopt or grant district approval of district policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office 35107 School district employees 35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body 87100-87103.6 General prohibitions 87200-87210 Disclosure

87300-87313 Conflict of interest code 87500 Statements of economic interests 89501-89503 Honoraria and gifts

91000-91014 Enforcement PENAL CODE

85-88 Bribes

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

Klistoff v. Superior Court, (2007) 157 Cal. App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can 1 Vote? A Basic Overview of Public Officials Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009 Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw COTTONWOOD UNION SCHOOL DISTRICT

adopted: April 20, 2004 Cottonwood, California

reviewed: August 15, 2006

revised: November 16, 2010

reviewed: August 21, 2012

reviewed: February 18, 2014

reviewed: February 16, 2016

Policy 0420.41: Charter School Oversight

Status: ADOPTED

Original Adopted Date: 10/01/2013 | **Last Revised Date:** 03/06/01/20202022

CSBA NOTE: The following optional policy may be revised to reflect district practice. The Governing Board is obligated to monitor the performance of any charter school it authorizes in order to ensure the school's compliance with legal requirements and progress toward meeting measurable outcomes specified in the charter. Information about the school's performance is necessary when determining whether to grant a renewal of the charter or whether a revocation of the charter is warranted; see BP 0420.42 - Charter School Renewal and BP 0420.43 - Charter School Revocation. In addition, pursuant to Education Code 47604, if the district complies with all oversight responsibilities required by law, it will not be liable for the debts or obligations of any charter school that operates as or is operated by a nonprofit public benefit corporation pursuant to Corporations Code 5110-6910.

Pursuant to Education Code 47605, if the State Board of Education (SBE) approves a petition upon appeal after the Board and County Board of Education have denied the petition, ~~the SBE may, by mutual agreement, is required to~~ designate its supervisory and oversight responsibilities to, in consultation with the petitioner, either the Board or to any local educational agency in the county in which County Board as the charter school is located chartering authority.

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

CSBA NOTE: Education Code 47604.32 requires the district to visit each charter school at least once every year. CSBA's publication, "Charter Schools: A Guide for Governance Teams," recommends more frequent visits, perhaps two or three times during the school year, in order to monitor school operations more closely and develop relationships with the staff at the charter school.

The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of a charter school at any time. (Education Code 47604.32, 47607)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 47604, if a charter school operates as or is operated by a nonprofit public benefit corporation, the Board is entitled to a single representative on the board of directors of the nonprofit public benefit corporation. CSBA's publication, "Charter Schools: A Guide for Governance Teams," recommends that the district consult with legal counsel and consider any potential conflict of interest that may arise from having an individual Board member vote as a member of the charter board of directors on issues on which the Board will need to provide oversight. CSBA's guide suggests that an alternative approach may be for the district to designate its charter school contact, appointed pursuant to Education Code 47604.32, to attend meetings of the charter school board.

The Superintendent or designated charter school contact shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

Waivers

CSBA NOTE: A charter school is not authorized to submit general waiver requests to SBE on its own behalf, unless an exception applies. Rather, a charter school may submit a waiver request through the district. A general waiver request form is available on the California Department of Education's (CDE) web site.

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to the SBE on behalf of the charter school.

Provision of District Services

CSBA NOTE: The following optional section may be revised to reflect district practice. CSBA's publication, "Charter Schools: A Guide for Governance Teams," recommends one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school, including any services that will be provided by the district; see BP 0420.4 - Charter School Authorization.

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services to a charter school, the district and the charter school shall develop a memorandum of understanding (MOU) which clarifies the financial and operational agreements between them.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

CSBA NOTE: As amended by AB 1505 (Ch. 486, Statutes of 2019) and AB 1595 (Ch. 543, Statutes of 2019), Education Code 47605 requires a charter school to request a material revision to its charter whenever it proposes to expand operations at one or more grade levels.

If an approved charter school proposes to establish or move expand operations to one or more additional sites or grade levels, whether concurrently with or unrelated to a renewal, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open meeting. (Education Code 47605, 47607)

The Board shall have the authority to determine whether a proposed change in charter school operations

constitutes a material revision of the approved charter.

Monitoring Charter School Performance

CSBA NOTE: The district has a responsibility to oversee that the charter school complies with all applicable legal requirements. Violation of any law may subject the charter school to revocation pursuant to Education Code 47607. See the accompanying Exhibit for a list of legal requirements pertaining to the operation of charter schools.

The Superintendent or designee shall monitor each Any charter school that is authorized by the district Board shall be monitored by the Superintendent or designee to determine whether it the charter school complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with by law, as specified in Education Code 47604.32. Any violations of law shall be reported to the Board.

CSBA NOTE: Education Code 47605 requires that measurable student outcomes for "all groups of students served by of the charter school", including numerically significant student subgroups as defined in Education Code 52052, be included in the school's charter petition and that these outcomes be aligned with the state priorities for the local control and accountability plan (LCAP) as stated in Education Code 52060; see AR 0420.4 - Charter School Authorization. Pursuant to Education Code 47607, "all groups of students served by the charter school" means all numerically significant subgroups of students served by the charter school, as defined in Education Code 52052. Pursuant to Education Code 52052, numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students (or 15 foster youth or homeless students).

Education Code 47605 requires that the charter petition include methods for measuring the charter school's progress toward achieving student outcomes. Although the measures of the school's progress may vary, Education Code 47605 requires that charter schools conduct any statewide assessments applicable to other public schools. In addition, charter schools are included in the California School Dashboard, which reports the status of school performance on multiple state and local indicators and is intended to assist schools and districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP. Charter schools that serve high-risk students may qualify for the state's Dashboard Alternative School Status (DASS) program, which uses modified methods of measurement for accountability indicators when appropriate.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter and any applicable memorandum of understanding MOU, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The Board shall monitor the fiscal condition of the charter school based on any financial report or information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, LCAP and annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Fees/Charges for Supervisorial Oversight

CSBA NOTE: Education Code 47613 authorizes the district to charge the charter school, within specified limits, for the costs of supervisorial oversight of the school. Education Code 47613 provides

that the costs of supervisory oversight include, but are not limited to, costs incurred for technical assistance or intervention pursuant to Education Code 47607.3; see the section "Technical Assistance/Intervention" below. CSBA's publication, "Charter Schools: A Guide for Governance Teams," suggests that supervisory oversight activities also might include site visits and site visit protocols, development of memorandums of understanding, reviews of performance data and financial reports, review of governance procedures, monitoring of teacher credentialing and assignments, facilities compliance, and legal auditing.

The district may charge for district supervisory oversight as follows: (Education Code 47613; 5 CCR 11969.7)

1. Actual costs up to one percent of the charter school's revenue for the actual costs of supervisory oversight of the school. However, if the district provides the charter school is able to obtain substantially rent-free with facilities from under Education Code 47614 and charges the district, charter school a pro-rata share of the district may charge facilities cost
2. Actual costs up to three percent of the charter school's revenue for actual if the district provides the charter school substantially rent-free facilities

Technical Assistance/Intervention

CSBA NOTE: Education Code 47607.3, as amended by AB 1505, establishes criteria for the provision of technical assistance to charter schools beginning with the 2020-2021 school year, including, but not limited to, the option to request assistance from the California Collaborative for Educational Excellence (CCEE). If, after providing technical assistance, the CCEE informs the Board that the charter school has failed or is unable to implement the CCEE's recommendations or continues to have persistent or acute inadequate performance, then the Board must consider revocation of the charter; see BP 0420.43 - Charter School Revocation.

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent of Schools. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code ~~45607~~ 47607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605. This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.
2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.
3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in ~~items~~ items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities

described in items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)

1. ~~Shall provide technical assistance to the charter school based on the California School Dashboard~~

2. ~~May~~ County Superintendent ~~may~~ request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074. (Education Code 47607.3; 52072)

CSBA NOTE: Education Code 47607 requires the Board to consider specified criteria of academic performance when determining whether to deny a petition for charter renewal or to revoke a charter, with achievement of all student subgroups served by the charter school being the most important factor; see BP 0420.42 - Charter School Renewal and BP 0420.43 - Charter School Revocation. In addition, Education Code 47607.3 requires the Board to consider revocation of a charter whenever it finds that the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence (CCEE) or continues to demonstrate persistent or acute inadequate performance.

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school.

Complaints

CSBA NOTE: Pursuant to Education Code 52075, charter schools are required to establish policies and procedures for addressing complaints of noncompliance with Education Code 47606.5 (annual update of school goals, actions, and related expenditures) or 47607.3 (technical assistance or intervention based on the school's failure to improve student outcomes). See AR 1312.3 - Uniform Complaint Procedures for applicable procedures.

Each charter school shall establish and maintain policies and procedures ~~to enable any person to file a complaint~~, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670, ~~to enable any person~~ alleging the school's noncompliance with Education Code 47606.5 or 47607.3: to file a complaint with the charter school. (Education Code 52075)

A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

School Closure

CSBA NOTE: The following optional section may be revised to reflect district practice. Pursuant to Education Code 47605, procedures to be followed in the event a charter school ceases operation for any reason must be specified in the charter; see AR 0420.4 - Charter School Authorization. 5 CCR 11962 lists components that must be included in these procedures, including (1) designation of a

responsible entity to conduct closure-related activities; (2) notifications to specified persons and entities; (3) provision of information about students' grade level, course completion, and district of residence; (4) transfer and maintenance of student and personnel records; (5) completion of an independent final audit; and (6) disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed.

Depending on the terms of the charter, these duties may be performed by the charter school, the district, or another specified entity. However, Education Code 47604.32 specifies that it is the responsibility of the district to notify CDE when a charter school ceases operation for any reason. ~~CDE's web site also~~ CSBA's, "[Charter Schools: A Guide for Governance Teams](#)," recommends that, in addition to the notifications required by 5 CCR 11962, either the district or the charter school should announce the closure to any school districts that may be responsible for providing education services to the former students of the charter school.

~~CDE's web site recommends that charter school closures occur at the end of a school year if it is feasible to maintain a legally compliant program until then.~~

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or a ~~memorandum of understanding~~ [an MOU](#), provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of [the charter school](#).

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of ~~the~~ charter is denied, ~~the~~ charter is revoked, or ~~the~~ charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
24 CCR 101	California Building Standards Code
5 CCR 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
5 CCR 4600-4670	Uniform complaint procedures
Business and Professions Code 7583.45	Training for security officers
CA Constitution Article 16, Section 8.5	Public finance; school accountability report card Public finance; school accountability report card
CA Constitution Article 9, Section 5	Common school system Common school system

Corp. Code 5110-6910	<u>Nonprofit public benefit corporations</u> Nonprofit public benefit corporations
Ed. Code 1006	<u>Prohibition against school district employees serving on county board of education</u>
Ed. Code 17070.10-17079.30	<u>Leroy F. Greene School Facilities Act</u> Leroy F. Greene School Facilities Act
Ed. Code 17280-17317	<u>Approval</u> Field Act; <u>approval</u> of plans and supervision of construction
Ed. Code 17365-17374	<u>Fitness of buildings</u> Field Act; <u>fitness</u> for occupancy; liability of board members
Ed. Code 215	Student suicide <u>Suicide</u> prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on web site
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 231.5-231.6	Sexual harassment policy
Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 32282	School safety plans
Ed. Code 32283.5	Bullying; online training
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179.4-35179.6	Interscholastic athletic programs, safety; <u>swimming pool safety that is not part of interscholastic athletic program</u>
Ed. Code 35183.1	Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
<u>Ed. Code 35292.6</u>	<u>Stocking of menstrual products</u>
Ed. Code 35330	Field trips and excursions; student fees
<u>Ed. Code 38001.5</u>	<u>Training for security officers</u>
Ed. Code 38080-38086	School meals
Ed. Code 39831.3	Transportation safety plan
Ed. Code 39843	Disciplinary action against bus driver; report to Department of Motor Vehicles
Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures

Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Applicants for employment; fingerprints for purpose of criminal Criminal record summary
Ed. Code 44258.9	<u>Monitoring of teacher assignments</u>
Ed. Code 44691	Information on detection of child abuse; <u>annual training</u>
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal background checks for contractors ; criminal records summary; <u>employees of contracting entity</u>
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
Ed. Code 46390-46393	<u>Emergency average daily attendance</u>
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010-48011	Minimum age of admission (first grade)
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction
Ed. Code 48850-48859	Education of students in foster care <u>youth</u> and students who are homeless <u>students</u>
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; rules and regulations
Ed. Code 48913.5	Homework <u>Suspended students</u> ; <u>homework assignments for suspended students</u>
Ed. Code 48950	Speech <u>Freedom of speech</u> and other communication
Ed. Code 48985	<u>Notices to parents in language other than English</u>
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49011	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49061	Student records; definitions
Ed. Code 49062.5	Student records, name or gender change
Ed. Code 49070	Challenging content of <u>student</u> records
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; <u>minutes of board meeting</u>

Ed. Code 49076.7	Student records; data privacy; Social Security <u>social security</u> numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49428	Notification of mental health services
Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Advertisement <u>Prohibition of advertisement</u> of non-nutritious foods
Ed. Code 49475	Health and safety; <u>;</u> concussions and head injuries
<u>Ed. Code 49501.5</u>	<u>Free breakfast and lunch to all students</u>
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 49564	Meals for needy students
<u>Ed. Code 49564.3</u>	<u>Provision of federal universal meal service</u>
Ed. Code 49700-49701	Education of children of military families
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
<u>Ed. Code 51225.3</u>	<u>High school graduation requirements</u>
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation
<u>Ed. Code 51225.7-51225.8</u>	<u>Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application</u>
Ed. Code 515135 <u>1413</u>	Diploma of graduation; without passage of high school exit examination
Ed. Code 51745-51749 <u>.6</u>	Independent study
<u>Ed. Code 51925-51929</u>	<u>Mandatory mental health education</u>
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Uniform complaint procedures
Ed. Code 56026	Special education
Ed. code 56040.3	Assistive <u>Availability of assistive technology device</u>
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56365-56366.12	Nonpublic, nonsectarian schools
Ed. Code 60600-60649 <u>60648.5</u>	Assessment of academic achievement

Ed. Code 64000	Categorical programs included in consolidated application
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 65000-65001	School site councils
Ed. Code 69432.9-69432.92	Cal Grant program; notification of grade point average and high school graduation
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 6250-6270	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
H&S Code 104420	Tobacco Use Prevention Education grant program
H&S Code 104559	Tobacco-free schools
Lab. Code 1198.5	Personnel records related to performance and grievance
Lab. Code 3074.2	Notice of college and career fairs
Pen. Code 1192.7	Definition of serious felony
Pen. Code 667.5	Definition of violent felony
Veh. Code 28160	Child safety alert system

Federal

20 USC 1681-1688	Description <u>Discrimination Title IX of the Education Amendments of 1972; discrimination based on sex or blindness, Title IX</u>
20 USC 6311	State plan
20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.7879	Accountability
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act

Management Resources

<u>Attorney General Opinion</u>	Description <u>104 Ops.Cal.Atty.Gen. 66 (2021)</u>
Attorney General Opinion	<u>Opinion No. 11-201101 Ops.Cal.Atty.Gen. 92 (2018)</u>
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
CA Office of Administrative Hearings Decisions	Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017
California Department of Education Publication	Special Education and Charter Schools: Questions and Answers, September 10, 2002

California Department of Education Publication	Sample Copy of a Memorandum of Understanding
California Department of Education Publication	California School Accounting Manual
<u>California Department of Education Publication</u>	<u>Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020</u>
California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017
<u>CSBA Publication</u>	<u>Charter Schools: A Guide for Governance Teams, rev. 2016</u>
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
<u>CSBA Publication</u>	<u>Charter Schools: A Guide for Governance Teams, rev. June 2021</u>
U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, <u>Nonregulatory Guidance</u> , January 2014
Website	National Association of Charter School Authorizers
Website	<u>California Bureau of Security and Investigative Services</u> (https://www.bsis.ca.gov/)
Website	<u>California Charter Schools Association</u>
Website	<u>California Commission on Peace Officer Standards and Training</u> (https://post.ca.gov/)
Website	<u>California Commission on Teacher Credentialing</u> (https://www.ctc.ca.gov/)
Website	California Department of Education, Charter Schools
Website	California Department of General Services, Office of Administrative Hearings (https://www.dgs.ca.gov/OAH)
Website	California Department of Pesticide Regulation (https://www.cdpr.ca.gov/)
Website	California Interscholastic Federation (https://www.cifstate.org/)
Website	California Office of the Attorney General (https://oag.ca.gov/)
Website	California Public Employees Retirement System (https://www.calpers.ca.gov/)
Website	California State Controller (https://www.sco.ca.gov/)
Website	California State Teachers Retirement System (https://www.calstrs.com/)

Website	California Student Aid Commission (https://www.csac.ca.gov/)
Website	CSBA
Website	National Domestic Violence Hotline (https://www.thehotline.org/)
Website	National Suicide Prevention Lifeline (https://suicidepreventionlifeline.org/)
Website	U.S. Department of Agriculture (https://www.usda.gov/)
Website	U.S. Department of Education

Cross References

Code	Description
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.42	Charter School Renewal
0420.43	Charter School Revocation
<u>0460</u>	<u>Local Control And Accountability Plan (BP and AR)</u>
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
1431	Waivers
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
7160	Charter School Facilities
7160	Charter School Facilities

Policy Reference UPDATE Service

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Exhibit 0420.41-E(1): Charter School Oversight

Status: ADOPTED

Original Adopted Date: 07/01/2017 | **Last Revised Date:** 03/06/01/20202022 | **Last Reviewed Date:** 03/06/01/20202022

REQUIREMENTS FOR CHARTER SCHOOLS

CSBA NOTE: Pursuant to Education Code 47610, charter schools are exempt from Education Code provisions governing school districts unless otherwise specified in law. However, charter schools, like other public schools, are subject to the state and federal constitutions, applicable federal laws, state laws that apply to governmental agencies in general, and state laws that are expressly applicable to charter schools. The following Exhibit lists some, but not necessarily all, legal requirements that apply to charter schools and may be used by districts to monitor a charter school's compliance with law. Violation of any law may subject the charter school to revocation pursuant to Education Code 47607; see BP 0420.43 - Charter School Revocation.

A charter school shall be subject to the terms of its charter; any memorandum of understanding between the school and the district Governing Board; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, the following requirements.

Governance

1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)
2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)

Operations

- ~~2.3.~~ The charter school's executive director or any of the charter school's employees shall not serve as a member of the county board of education in the county where the charter school is located (Education Code 1006; Government Code 1099)

Operations

- ~~3.4.~~ Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)
- 4.5. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

Admission/Enrollment

5.6. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)

6.7. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

CSBA NOTE: Education Code 56145 requires charter schools to serve students with disabilities in the same manner as other public schools. Pursuant to Education Code 47646, districts must ensure that each charter school that is deemed to be a public school of the district, and is not its own local educational agency (LEA) for special education purposes, receives an equitable share of special education funding and services for students with disabilities who are enrolled in the charter school.

If a charter school is operating as a public school of the district for purposes of special education, the district retains responsibility and must determine how to ensure that students with disabilities receive a free appropriate public education (FAPE). However, as indicated in the California Office of Administrative Hearings ruling in Student v. Horizon Instructional Systems Charter School, a charter school operating as its own LEA for purposes of special education, including a charter school offering an independent study program, is the entity responsible for providing FAPE.

7.8. Serve students with disabilities in the same manner as such students are served in other district schools (Education Code 47646, 56145)

1.9. Admit all students who wish to attend the charter school, according to the following criteria and procedures:

a. Admission to the charter school shall not be determined according to the student's or parent/guardian's place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within that school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in that public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, with preference extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)

8.c. Other admission preferences may be permitted by the Board of the district on an individual school basis consistent with law. (Education Code 47605)

9.10. Not discourage a student from enrolling or seeking to enroll in the charter school, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The charter school shall not request or require a student's records to be submitted before enrollment. The charter school shall post on its web site the California Department of Education's (CDE) notice of these requirements

and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Education Code 47605)

~~10.11.~~ ~~Immediately enroll a homeless student, except where such enrollment would conflict with the requirements of Education Code 47605(d)48850-48859 regarding enrollment, identification, and placement of homeless children and unaccompanied youth (Education Code 48850, 48851, 48852.5, 48852.6; 42 USC 11431-11435)~~

~~11.12.~~ Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

~~12.13.~~ Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)

Nondiscrimination

~~13.14.~~ Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)

~~14.15.~~ Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the charter school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7

~~15.16.~~ Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)

~~16.17.~~ If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

~~17.18.~~ Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code 222, 222.5, 46015)

~~18.19.~~ If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

Tuition and Fees

~~19.20.~~ Not charge tuition (Education Code 47605)

CSBA NOTE:- Education Code 47605 specifically prohibits a charter school from charging tuition, but does not mention fees or other charges. As clarified in the California Department of Education's (CDE) advisory Pupil Fees, Deposits, and Other Charges, because charter schools are subject to the California Constitution, the free school guarantee of the California Constitution, Article 9, Section 5, applies to charter schools. Charter schools may only charge fees which are explicitly authorized by law for charter schools. For example, charter schools may charge fees for meals and field trips pursuant to Education

Code 35330, 38082, and 38084 because those provisions apply to charter schools, but charter schools may not necessarily charge other fees authorized by law for school districts.

~~20~~.21. ___ Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools

~~21~~.22. ___ Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014)

School Plans

~~22~~.23. ___ Adopt a local control and accountability plan (LCAP) and update the plan by July 1 each year, after holding a public hearing, consulting with specified stakeholders, and using the template adopted by the State Board of Education (SBE). As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by the SBE. (Education Code 47604.33, 47606.5, 52064, 52064.1)

~~23~~.24. ___ If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)

~~24~~.25. ___ Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)

~~25~~.26. ___ Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)

Curriculum and Instruction

CSBA NOTE: Education Code 47612.5 specifies, by grade level, the minimum number of instructional minutes that must be offered each fiscal year. Any charter school that fails to meet this requirement will have its state apportionment reduced in proportion to the percentage of instructional minutes that the school fails to offer. Education Code 47612.5 and 47612.6 provide that neither the State Board of Education nor the Superintendent of Public Instruction may waive the required number of instructional minutes but may waive the fiscal penalties under specified conditions.

~~26~~.27. ___ Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)

~~27~~.28. ___ If the charter school offers a kindergarten program, also offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2 (in accordance with Education Code 48000)

~~28~~.29. ___ If the charter school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)

- ~~29.30.~~ ____ If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school_ (Education Code 51931, 51934)
- ~~30.31.~~ ____ If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources _ (Education Code 49381)
32. If the charter school serves students in middle or high school and offers one or more courses in health education, include in those courses instruction in mental health, as specified (Education Code 51925-51929)
33. If the charter school serves students in grade 12, comply with the requirements for student completion and submission of the Free Application for Federal Student Aid and California Dream Act Application (Education Code 51225.7, 51225.8)
34. If the charter school is planning to hold a college or career fair, the charter school shall notify each apprenticeship program in the same county as the charter school with the planned date, time, and location of the fair (Labor Code 3074.2)

CSBA NOTE: Education Code 47612.5 provides that charter schools offering independent study are subject to Education Code 51745-51749.6. Education Code 51745 requires that no course included among the courses required for graduation may be offered solely through independent study. However, pursuant to 5 CCR 11705, a charter school offering grades 9-12 shall be deemed to be an "alternative school" for purposes of independent study and thus, according to CDE, would comply with this provision because students in such alternative schools are enrolled voluntarily and, if they wished, could attend any other district high school in which the courses were offered via classroom instruction.

- ~~31.35.~~ ____ If the charter school provides independent study, meet the requirements of Education Code 51745-51749.6, except that the school may ~~be allowed to~~ offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
36. Develop a plan for offering independent study to affected students pursuant to Education Code 46393 if the governing body of the charter school submits an affidavit pursuant to Education Code 46392 necessitated by an emergency condition that resulted in a school closure (Education Code 46392, 46393)
- ~~32.37.~~ ____ Accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school (Education Code 51225.2)
- ~~33.38.~~ ____ Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

Special Education

- ~~34.39.~~ ____ Provide assistive technology devices in a student's home or other settings if the individualized education program team determines that such access is necessary. The charter school shall also provide an assistive technology device or comparable device to a student who enrolls in another local educational agency, for two months after the student leaves the charter school or until alternative arrangements can be made, whichever occurs first. (Education Code 56040.3)
- ~~35.40.~~ ____ If the charter school is an independent member of a special education local plan area and has a master contract with a nonpublic, nonsectarian school:

- a. Pay the full amount of the tuition or fees for students with disabilities enrolled in programs or services provided pursuant to that contract (Education Code 56365)
- a.b. Conduct at least one onsite visit to the nonpublic, nonsectarian school prior to a student's placement and at least once each school year (Education Code 56366.1)

High School Graduation

- 36.41. Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any of the charter school's graduation requirements that exceed state requirements, unless the charter school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)
- 37.42. Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 51413)

Student Expression

- 43. Require students to meet the state minimum course requirements for graduation as specified in Education Code 51225.3, as well as any additional graduation requirements required by the governing body (Education Code 51225.3)

Student Expression

- 38.44. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)

CSBA NOTE: Education Code 48907 requires charter schools to establish a written "publications code" related to students' rights to freedom of speech and of the press. These written rules and regulations must include reasonable provisions for the time, place, and manner in which free expression may take place within the charter school's jurisdiction.

- 39.45. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

Staffing

- 40.46. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) as required for the teacher's certificated assignment. Teachers employed by the charter school during the 2019-20 school year shall have until July 1, 2025 to obtain the required certificate required. (Education Code 47605, 47605.4)
- 47. If the charter school offers TK, require credentialed teachers first assigned to a TK class to meet one of three specified criteria establishing qualification for the position by August 1, 2023, and to maintain adult to student ratios as specified in Education Code 48000 (Education Code 48000)
- 48. Review potential misassignments and vacant positions in the charter school, including data from CTC, respond to the County Superintendent of Schools when necessary to show that an employee is legally authorized for an assignment, and correct any misassignments if notified by the County Superintendent that an assignment is not legally authorized (Education Code 44258.9)

- 41.49. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the charter school contracts with an entity for specified services, verify that any employee of that entity who ~~will have contact~~ interacts with students outside of the immediate supervision and control of the student's parent/guardian or a school employee has had a valid criminal background check records summary, unless an exception applies (Education Code 44830.1, 45122.1, 45125.1)
- 42.50. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)
- 43.51. If the charter school chooses to make the state teachers' retirement plan ~~and/or the public employees retirement system~~ available to its employees, meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
- 44.52. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

Parent/Guardian Involvement

53. If the charter school employs security officers and/or security officers work on the charter school campus, provide the latest course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation with the Commission on Peace Officer Standards and Training, as specified (Education Code 38001.5; Business and Professions Code 7583.45)

Parent/Guardian Involvement

- 45.54. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code 47605)
- 46.55. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)
- 47.56. If 15 percent or more of the students at the charter school speak a single primary language other than English, provide all notices, reports, statements, or records sent to parents/guardians in English and in the primary language (Education Code 48985)

Nutrition

48. Provide each eligible student with one nutritionally adequate breakfast and/or lunch free of charge during each school day to students requesting a meal regardless of the student's free or reduced-price meal during each school day, except as provided for a charter school that offers nonclassroom-based instruction (Education Code 47613.5)
57. eligibility. If the charter school participates in the National School Lunch Program and/or School Breakfast program, ~~not~~ Program and is a very high poverty school, as defined, the charter school shall apply to operate a federal universal meal service provision, and upon approval, apply such service (Education Code 49501.5, 49564.3)
- 49.58. Not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)

Student Health

50. If the charter school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; not take any action directed at a student to collect unpaid school meal fees; ensure that a student with unpaid school meal fees is not denied a meal of the student's choice, shamed, or treated differently; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)
51. If the charter school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)

Student Health

- 52.59. ____ Adopt a policy on suicide prevention, intervention, and postvention for grades 7-12, and an age-appropriate policy for grades K-6, and review the policy at least every five years (Education Code 215)
- 53.60. ____ If the charter school serves grades 7-12 and issues student identification cards, print the telephone numbers of the National Suicide Prevention Lifeline and the National Domestic Violence Hotline on the identification cards (Education Code 215.5)Z
- 54.61. ____ Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)
- 55.62. ____ Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)
- 56.63. ____ If the charter school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)
- 57.64. ____ If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)
65. If the charter school sponsors or hosts an on-campus event in or around a swimming pool that is not part of an interscholastic athletic program, provide for the presence of at least one adult with a valid certification of cardiopulmonary resuscitation training throughout the duration of the event (Education Code 35179.6)
- 58.66. ____ Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414 (Education Code 49414)
- 59.67. ____ If the charter school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

Student Conduct/Discipline

- ~~60.~~68. Adopt a policy on bullying and cyberbullying prevention, post specified information on bullying and harassment prevention, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 234.6, 32283.5)
- ~~61.~~69. Adopt and display a written policy on sexual harassment, include the policy as part of any orientation for new and continuing students, and post a poster notifying students of the policy (Education Code 231.5, 231.6)
- ~~62.~~70. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)
- ~~63.~~71. Neither recommend for expulsion a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties (Education Code 48901.1)
- ~~64.~~72. Upon request, provide a student who is suspended for two or more days with the homework assigned during the period of suspension (Education Code ~~47606.2~~, 48913.5)

Student and Parent/Guardian Records

- ~~65.~~73. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)
- ~~66.~~74. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)
- ~~67.~~75. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)
- ~~68.~~76. If the charter school serves high school students, submit to the Student Aid Commission, (CSAC), for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of ~~the Student Aid Commission~~CSAC to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)
- ~~69.~~77. Upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, update, and reissue if requested, a former student's records to include the student's updated legal name or gender (Education Code 49062.5, 49070)

Facilities

78. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

70.b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

Finance

79. If the charter school serves students in any of grades 6-12, stock the school's restrooms at all times with an adequate supply of menstrual products available and accessible free of cost in all women's restrooms, all-gender restrooms, and in at least one men's restroom (Education Code 35292.6)

Finance

71.80. Promptly respond to all reasonable inquiries from the district, the county office of education, or the Superintendent of Public Instruction (SPI), including, but not limited to, inquiries regarding the charter school's financial records (Education Code 47604.3)

72.81. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

73.82. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

74.83. Annually prepare and submit financial reports to the district Board and the County Superintendent of Schools in accordance with the following reporting cycle:

- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
- b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
- e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and CDE. (Education Code 47605)

75.84. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds, and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)

Accountability

76-85. _____ Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
24 CCR 101	California Building Standards Code
5 CCR 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
5 CCR 4600-4670	Uniform complaint procedures
<u>Business and Professions Code 7583.45</u>	<u>Training for security officers</u>
CA Constitution Article 16, Section 8.5	Public finance; school accountability report card
CA Constitution Article 9, Section 5	Common school system
Corp. Code 5110-6910	Nonprofit public benefit corporations
<u>Ed. Code 1006</u>	<u>Prohibition against school district employees serving on county board of education</u>
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17280-17317	Approval Field Act; <u>approval</u> of plans and supervision of construction
Ed. Code 17365-17374	Fitness of buildings Field Act; <u>fitness</u> for occupancy; liability of board members
Ed. Code 215	Student suicide <u>Suicide</u> prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on web site
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 231.5-231.6	Sexual harassment policy
Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 32282	School safety plans

Ed. Code 32283.5	Bullying; online training
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179.4-35179.6	Interscholastic athletic programs, safety; <u>swimming pool safety that is not part of interscholastic athletic program</u>
Ed. Code 35183.1	Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
<u>Ed. Code 35292.6</u>	<u>Stocking of menstrual products</u>
Ed. Code 35330	Field trips and excursions; student fees
<u>Ed. Code 38001.5</u>	<u>Training for security officers</u>
Ed. Code 38080-38086	School meals
Ed. Code 39831.3	Transportation safety plan
Ed. Code 39843	Disciplinary action against bus driver; report to Department of Motor Vehicles
Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Applicants for employment; fingerprints for purpose of criminal <u>Criminal</u> record summary
<u>Ed. Code 44258.9</u>	<u>Monitoring of teacher assignments</u>
Ed. Code 44691	Information on detection of child abuse; <u>annual training</u>
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal background checks for contractors; criminal records summary; employees of contracting entity
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
<u>Ed. Code 46390-46393</u>	<u>Emergency average daily attendance</u>
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010-48011	Minimum age of admission (first grade)
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction

Ed. Code 48850-48859	Education of students in foster care <u>youth</u> and students who are homeless <u>students</u>
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; rules and regulations
Ed. Code 48913.5	Homework <u>Suspended students; homework</u> assignments for suspended students
Ed. Code 48950	Speech <u>Freedom of speech</u> and other communication
Ed. Code 48985	<u>Notices to parents in language other than English</u>
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49011	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49061	Student records; definitions
Ed. Code 49062.5	Student records, name or gender change
Ed. Code 49070	Challenging content of <u>student</u> records
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; <u>minutes of board meeting</u>
Ed. Code 49076.7	Student records; data privacy; Social Security <u>social security</u> numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49428	Notification of mental health services
Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Advertisement <u>Prohibition of advertisement of non-nutritious foods</u>
Ed. Code 49475	Health and safety; concussions and head injuries
Ed. Code 49501.5	<u>Free breakfast and lunch to all students</u>
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 49564	Meals for needy students
Ed. Code 49564.3	<u>Provision of federal universal meal service</u>
Ed. Code 49700-49701	Education of children of military families
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
Ed. Code 51225.3	<u>High school graduation requirements</u>

Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation
<u>Ed. Code 51225.7-51225.8</u>	<u>Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application</u>
Ed. Code <u>5151351413</u>	Diploma of graduation; without passage of high school exit examination
Ed. Code 51745-51749.6	Independent study
<u>Ed. Code 51925-51929</u>	<u>Mandatory mental health education</u>
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Uniform complaint procedures
Ed. Code 56026	Special education
Ed. code 56040.3	Assistive <u>Availability of assistive technology device</u>
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56365-56366.12	Nonpublic, nonsectarian schools
Ed. Code 60600-60649 <u>60648.5</u>	Assessment of academic achievement
Ed. Code 64000	Categorical programs included in consolidated application
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 65000-65001	School site councils
Ed. Code 69432.9-69432.92	Cal Grant program; notification of grade point average and high school graduation
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 6250-6270	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
H&S Code 104420	Tobacco Use Prevention Education grant program
H&S Code 104559	Tobacco-free schools
Lab. Code 1198.5	Personnel records related to performance and grievance
<u>Lab. Code 3074.2</u>	<u>Notice of college and career fairs</u>
Pen. Code 1192.7	Definition of serious felony
Pen. Code 667.5	Definition of violent felony
Veh. Code 28160	Child safety alert system

Federal

Description

20 USC 1681-1688	Discrimination Title IX of the Education Amendments of 1972; <u>discrimination based on sex or blindness, Title IX</u>
20 USC 6311	State plan
20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.7879	Accountability
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
Management Resources	Description
<u>Attorney General Opinion</u>	<u>104 Ops.Cal.Atty.Gen. 66 (2021)</u>
Attorney General Opinion	Opinion No. 11-201 <u>101 Ops.Cal.Atty.Gen. 92 (2018)</u>
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
CA Office of Administrative Hearings Decisions	Student v. Horizon Instructional Systems Charter School; (2012) OAH Case No. 2011060763
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017
California Department of Education Publication	Special Education and Charter Schools: Questions and Answers, September 10, 2002
California Department of Education Publication	Sample Copy of a Memorandum of Understanding
California Department of Education Publication	California School Accounting Manual
<u>California Department of Education Publication</u>	<u>Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020</u>
California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District; (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017
<u>CSBA Publication</u>	<u>Charter Schools: A Guide for Governance Teams, rev. 2016</u>
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. June 2021
U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, <u>Nonregulatory Guidance, January 2014</u>
Website	National Association of Charter School Authorizers
Website	<u>California Bureau of Security and Investigative Services(https://www.bsis.ca.gov/)</u>

<u>Website</u>	<u>California Charter Schools Association</u>
<u>Website</u>	<u>California Commission on Peace Officer Standards and Training (https://post.ca.gov/)</u>
<u>Website</u>	<u>California Commission on Teacher Credentialing (https://www.ctc.ca.gov/)</u>
<u>Website</u>	<u>California Department of Education, Charter Schools</u>
<u>Website</u>	<u>California Department of General Services, Office of Administrative Hearings (https://www.dgs.ca.gov/OAH)</u>
<u>Website</u>	<u>California Department of Pesticide Regulation (https://www.cdpr.ca.gov/)</u>
<u>Website</u>	<u>California Interscholastic Federation (https://www.cifstate.org/)</u>
<u>Website</u>	<u>California Office of the Attorney General (https://oag.ca.gov/)</u>
<u>Website</u>	<u>California Public Employees Retirement System (https://www.calpers.ca.gov/)</u>
<u>Website</u>	<u>California State Controller (https://www.sco.ca.gov/)</u>
<u>Website</u>	<u>California State Teachers Retirement System (https://www.calstrs.com/)</u>
<u>Website</u>	<u>California Student Aid Commission (https://www.csac.ca.gov/)</u>
<u>Website</u>	<u>CSBA</u>
<u>Website</u>	<u>National Domestic Violence Hotline (https://www.thehotline.org/)</u>
<u>Website</u>	<u>National Suicide Prevention Lifeline (https://suicidepreventionlifeline.org/)</u>
<u>Website</u>	<u>U.S. Department of Agriculture (https://www.usda.gov/)</u>
<u>Website</u>	<u>U.S. Department of Education</u>

Cross References

Code	Description
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.42	Charter School Renewal
0420.43	Charter School Revocation
<u>0460</u>	<u>Local Control And Accountability Plan (BP and AR)</u>
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures

1312.3-E-PDF(1)	Uniform Complaint Procedures
1312.3-E-PDF(2)	Uniform Complaint Procedures
1431	Waivers
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
7160	Charter School Facilities
7160	Charter School Facilities

District Policy Manual
CSBA Policy Management Console

Exhibit 1113-E(1): District And School Web Sites

Status: ADOPTED

Original Adopted Date: 10/01/2020 | **Last Revised Date:** 06/01/2022 | **Last Reviewed Date:** 10/06/01/2020202

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEB SITE

CSBA NOTE: The following exhibit lists material which the law explicitly requires be posted on district or school web sites. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related requirements. The exhibit does not include other postings that may recommended throughout CSBA's sample policy manual but are not required by law.

Materials to Prominently Display

The following must be posted in a prominent location on the district's web site, such as on the home page when required by law:

1. The district's local control and accountability plan (LCAP), any updates or revisions to the LCAP, and the local control funding formula budget overview (Education Code 52064.1, 52065). See AR 0460 - Local Control and Accountability Plan.
2. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the district's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.
3. The district's policy on student suicide prevention including, for grades K-6, the age appropriateness of the policy (Education Code 234.6). See BP 5141.52 - Suicide Prevention.
4. The district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 - Nondiscrimination/Harassment.
5. The district's policy on preventing and responding to hate violence, if the district has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.

6. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
7. Information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the name and contact information of the Title IX Coordinator, the rights of students and the public as specified in Education Code 221.8, the responsibilities of the district under Title IX, web links to information about those rights and responsibilities on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights, a description of how to file a complaint of noncompliance under Title IX with specified components, and a link to Title IX information posted on the California Department of Education's (CDE) web site (Education Code 221.6, 221.61, 234.6; 34 CFR 106.8). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.
8. A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
- 8.9. Posters published by the California Department of Fair Employment and Housing (DFEH) including, "California Law Prohibits Workplace Discrimination and Harassment," and for districts with five or more employees, "Transgender Rights in the Workplace," "Your Rights and Obligations as a Pregnant Employee," and "Family Care and Medical Leave and Pregnancy Disability Leave" (Government Code 12950). See AR 4030 - Nondiscrimination in Employment and AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.
- 9-10. If the district has formed a community facilities district (Mello-Roos district) for the acquisition or improvement of school facilities, a copy of the annual report for the fiscal year if requested pursuant to Government Code 53343.1, the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5, and the report provided to the State Controller's office pursuant to Government Code 12463.2 (Government Code 53343.2). Post within seven months after the last day of the fiscal year. See BP 7212 - Mello-Roos Districts.

Other Postings

The following materials are also required to be posted on the district web site. However, there are no specific requirements related to where they are posted on the web site.

1. The Special Education Local Plan Area's approved comprehensive local plan for special education, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans (Education Code 56205.5). See AR 0430 - Comprehensive Local Plan for Special Education.
2. The district's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR

4030 - Nondiscrimination in Employment.

3. Training materials used to train the Title IX Coordinator, investigator(s), ~~decision-maker~~decisionmaker(s), and any person(s) who facilitate an informal resolution process in response to a Title IX sexual harassment complaint (34 CFR 106.45). See AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.
- ~~3.4.~~3.4. Contact information for the district's liaison(s) for homeless students and other persons as required by Education Code 48852.6, and information regarding the educational rights and resources available to persons experiencing homelessness (Education Code 48852.6). See AR 6173 - Education for Homeless Children.
- 4.5. For all schools offering competitive athletics, the total enrollment of the school classified by gender, the number of students enrolled at the school who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9). The information shall be posted at the end of the school year on the school's web site or, if the school does not have a web site, on the district's web site. See AR 6145.2 - Athletic Competition.
- 5.6. If the district has interdistrict attendance agreement(s), the procedures and timelines for requesting an interdistrict transfer permit, including, but not limited to, a link to the board's policy on interdistrict attendance, the date that the district will begin accepting applications, reasons that the district may approve/deny the request, the process for appeal, that failure to meet timelines will be deemed an abandonment of the request, and the condition under which an ~~existing~~existing interdistrict transfer permit may be revoked or rescinded (Education Code 46600.2). See AR 5117 - Interdistrict Transfer.
- 6.7. If the district has elected to be a school district of choice, application information including, at a minimum, any applicable form, the timeline for a transfer, and an explanation of the selection process (Education Code 48301). See AR 5117 - Interdistrict Transfer.
- 7.8. For districts that offer grade 9, the district's policy and protocols related to student placement in mathematics courses (Education Code 51224.7). See AR 6152.1 - Placement in Mathematics Courses.
- 8.9. The section(s) of the district's employee code of conduct addressing interactions with students (Education Code 44050). Post these section(s) or a link to them on each school's web site or, if a school does not have its own web site, on the district's web site in a manner that is accessible to the public without a password. See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.
- 9.10. ~~_____~~ The district's meal payment collection policy and procedures (~~CDE Nutrition Services Division Management Bulletin SNP-03-2017~~). U.S. Department of Agriculture (USDA) Memorandum SP 46-2016). See BP/AR 3551 - Food Services Operations/Cafeteria Fund.

- ~~10.11.~~ 11.11. If the district includes information about the free and reduced-priced meal program on its web site, a nondiscrimination statement about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district (~~U.S. Department of Agriculture's~~ USDA FNS Instruction 113-1). For the required wording of the statement, see E 3555 - Nutrition Program Compliance.
- ~~11.12.~~ 11.12. The school's or district's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5 (Education Code 17611.5). Post on the school's web site or, if the school does not have a web site, then on the district's web site. See AR 3514.2 Integrated Pest Management.
13. When the California Environmental Quality Act requires an environmental impact report, negative declaration, or mitigated negative declaration, those environmental review documents, public notice of the preparation and availability of such documents within a reasonable period of time prior to certification of the environmental impact report, adoption of a negative declaration, or determination that a proposed subsequent project will have no additional significant effect on the environment, and specified notices when written requests for notices have been filed (Public Resources Code 21082.1, 21092, 21092.2).
- ~~12.14.~~ 12.14. When a citizens' oversight committee is formed after the approval of a bond under the 55 percent majority threshold, the committee's minutes, documents received, and reports issued (Education Code 15280). See AR 7214 - General Obligation Bonds.
- ~~13.15.~~ 13.15. Copy of each school's school accountability report card, on or before February 1 of each year (Education Code 35258). See BP 0510 - School Accountability Report Card.
- ~~14.16.~~ 14.16. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the district's web site.) In addition, if a school loses its WASC or other agency's accreditation, the district and school shall post on their web sites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Bus. Code 22580-22582

Description

Privacy Rights for California Minors in the Digital World

Bus. Code 22584-22585	Student Online Personal Information Protection Act
Bus. Code 22586-22587	Early Learning Personal Information Protection Act
Ed. Code 35182.5	Contracts for advertising
Ed. Code 35258	Internet access to school accountability report cards
<u>Ed. Code 48852.6</u>	<u>Information regarding homelessness</u>
Ed. Code 48907	Exercise of free expression; <u>time, place and manner</u> rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49061	Student records; definitions <u>Definitions, directory information</u>
Ed. Code 49073	Release of directory information
Ed. Code 60048	Commercial brand names, contracts or logos
Gov. Code 11135	Discrimination <u>Nondiscrimination; accessibility to state web sites</u>
<u>Gov. Code 12950</u>	<u>California Department of Fair Employment and Housing posters</u>
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 6254.21	Publishing addresses and telephone numbers of officials
Gov. Code 6254.24	Definition of public safety official
Pen. Code 14029.5	Prohibition against publishing personal information of person in witness protection program
<u>Public Resources Code 21082.1</u>	<u>California Environmental Quality Act environmental review documents</u>
<u>Public Resources Code 21092</u>	<u>California Environmental Quality Act environmental review documents</u>
<u>Public Resources Code 21092.2</u>	<u>California Environmental Quality Act environmental review documents</u>
Federal	Description
16 CFR 312.1-312.12	Children's Online Privacy Protection Act
17 USC 101-122	Subject matter and scope of copyright
17 USC 504	Penalties for copyright infringement
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 705	Definitions; Vocational Rehabilitation Act
29 USC 794	Rehabilitation Act of 1973; Section 504

34 CFR 104.1-104.61	Nondiscrimination on the basis of disability
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 12101-12213	Americans with Disabilities Act Equal opportunity for individuals with disabilities
Management Resources	Description
<u>CA Department of Fair Employment and Housing Publication</u>	<u>California Law Prohibits Workplace Discrimination and Harassment</u>
<u>CA Department of Fair Employment and Housing Publication</u>	<u>Family Care and Medical Leave and Pregnancy Disability Leave</u>
<u>CA Department of Fair Employment and Housing Publication</u>	<u>Transgender Rights in the Workplace</u>
<u>CA Department of Fair Employment and Housing Publication</u>	<u>Your Rights and Obligations as a Pregnant Employee</u>
Court Decision	Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112
Court Decision	City of San Jose v. Superior Court, (2017) 2 Cal.5th 608
<u>U.S. Department of Agriculture Publication</u>	<u>Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016</u>
U.S. Department of Justice Publication	Accessibility of State and Local Government Websites to People with Disabilities, June 2003
U.S. DOE Office For Civil Rights Publication	Dear Colleague Letter, May 26, 2011
U.S. DOE Office for Civil Rights Publication	Joint Dear Colleague Letter: Electronic Book Readers, June 29, 2010
Website	California Department of Education, Web Accessibility Standards
<u>Website</u>	<u>California Department of Fair Employment and Housing</u>
Website	California School Public Relations Association
Website	U.S. Department of Justice, Civil Rights Division, <u>Disability Rights Section</u>
<u>Website</u>	<u>Governor's Office of Planning and Research, The California Environmental Quality Act (https://opr.ca.gov/ceqa/)</u>
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, December 2008

Cross References

Code	Description
0000	Vision
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E-(1)	Uniform Complaint Procedures
1312.3-E-(2)	Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan

3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E-(1)	Employee Use Of Technology
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E-(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4132	Publication Or Creation Of Materials
4219.124161.8	Title IX Sexual Harassment Complaint Procedures <u>Family Care and Medical Leave (AR)</u>
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E-PDF(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4232	Publication or Creation of Materials
4319.124261.8	Title IX Sexual Harassment Complaint Procedures <u>Family Care and Medical Leave (AR)</u>
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E-PDF(1)	Professional Standards

4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4332	Publication or Creation of Materials
<u>4361.8</u>	<u>Family Care and Medical Leave (AR)</u>
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E (1)	Release Of Directory Information
5131.2	Bullying
5131.2	Bullying
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6020	Parent Involvement
6020	Parent Involvement
6145.2	Athletic Competition
6145.2	Athletic Competition
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.4	Student Use Of Technology
6163.4-E-(1)	Student Use Of Technology
6173	Education For Homeless Children

6173	Education For Homeless Children
6173-E-(1)	Education For Homeless Children
6173-E-(2)	Education For Homeless Children
6190	Evaluation Of The Instructional Program
7214	General Obligation Bonds
7214	General Obligation Bonds
9010	Public Statements
<u>9012</u>	<u>Board Member Electronic Communications (BB)</u>
9310	Board Policies
9320	Meetings And Notices
9322	Agenda/Meeting Materials

Regulation 1312.4: Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 0506/01/20202022 | **Last Reviewed Date:** 0506/01/20202022

CSBA NOTE: Education Code 35186 mandates that districts establish policies and procedures to address complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff. When such a complaint is filed with the district, the district is required to investigate and resolve the complaint in accordance with the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687.

It is recommended that districts use these procedures only for complaints specified in law and this administrative regulation. See BP/AR 1312.3 - Uniform Complaint Procedures for a discussion of the types of complaints subject to the uniform complaint procedures established pursuant to 5 CCR 4600-4670. For procedures related to complaints about employees, see BP/AR 1312.1 - Complaints Concerning District Employees. For complaints concerning the district's adoption and selection of specific instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials. For complaints regarding the district's nutrition program, see BP 3555 - Nutrition Program Compliance.

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

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

CSBA NOTE: 5 CCR 4600, as amended by Register 2020, No. 21, revises the definition of "beginning of the year or semester" as provided below

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

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

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

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

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

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

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

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

CSBA NOTE: The following optional paragraph is for use by districts that maintain any of grades 6-12, and may be revised to reflect the grade levels served by the district.

Pursuant to Education Code 35292.6 requires, as added by AB 367 (Ch. 664, Statutes of 2021), before the start of the 2022-23 school year, a school that serves any of grades 6-12 and meets a 40 percent student poverty threshold, as defined in 20 USC 6314, is required to stock at least 50 percent of the

school's restrooms with feminine hygiene menstrual products for use in connection with the menstrual cycle, and to not free of charge students for such products. See AR 3517 - Facilities Inspection.

Although Education Code 35292.6 does not require a complaint process, it is recommended that the Williams uniform complaint procedures be used to address any allegation of noncompliance with Education Code 35292.6 in order to ensure consistency in the procedures that districts use to address allegations of noncompliance with all restroom maintenance requirements.

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least halfstock and make available and accessible free of cost, an adequate supply of the restrooms in the school with feminine hygiene menstrual products and to not charge students for the use of such products in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Forms and Notices

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

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

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

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

Filing of Complaint

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

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

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

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall ~~report~~ send written resolution of the complaint to the mailing address of the complainant as indicated on the complaint within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

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

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

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

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in ~~item~~ Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

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

Reports

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

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

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State

5 CCR 4600-4670

5 CCR 4680-4687

Description

Uniform complaint procedures

Williams uniform complaint procedures

Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure <u>procedures</u>
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal

20 USC 6314

Description

Title I schoolwide program

Management Resources

Website

Description

State Allocation Board, Office of Public School Construction

Website

California Department of Education, Williams Case

Website

California County Superintendents Educational Services Association

Website

CSBA

Cross References

Code

0460

Description

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

1100

Communication With The Public

1250

Visitors/Outsiders

1250

Visitors/Outsiders

1312.2

Complaints Concerning Instructional Materials

1312.2

Complaints Concerning Instructional Materials

1312.2-E PDF(1)

Complaints Concerning Instructional Materials

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

1312.3-E PDF(1)

Uniform Complaint Procedures

1312.3-E PDF(2)

Uniform Complaint Procedures

1340

Access To District Records

1340

Access To District Records

3270

Sale And Disposal Of Books, Equipment And Supplies

3270

Sale And Disposal Of Books, Equipment And Supplies

3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Policy Reference UPDATE Service

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Exhibit 1312.4-E(2): Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 0306/01/20192022 | **Last Reviewed Date:** 0306/01/20192022

CSBA NOTE: Education Code 35186 creates the Williams uniform complaint procedures for the filing of complaints concerning deficiencies in textbooks or instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The following form contains elements required by Education Code 35186 and 5 CCR 4681-4683. During the Federal Program Monitoring process, California Department of Education staff will check to ensure that the complaint form includes all of the elements specified below.

**K-12 COMPLAINT FORM:
WILLIAMS UNIFORM COMPLAINT PROCEDURES**

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

Response requested? ___ Yes ___- No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

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

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

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)
 - A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each

student.

- Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

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

- A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
- A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
- A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

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

- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
- A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

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

- For a school ~~that serves students in~~ servicing any of grades 6-12 with ~~40 percent of more of its students from low-income families, as defined~~, the school has not ~~stocked at least half of its restrooms with feminine products~~, at all times, stocked and made ~~those products available to students at no and accessible free of cost~~, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.
- The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

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

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

Please file this complaint at the following location:

 (principal or designee)

 (address)

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

 (Signature)

 (Date)

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Policy Reference Disclaimer:

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State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
Ed. Code 1240	County superintendent of schools, duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal

20 USC 6314

Description

Title I schoolwide program

Management Resources

Website

Description

State Allocation Board, Office of Public School Construction

Website

California Department of Education, Williams Case

Website

California County Superintendents Educational Services Association

Website

CSBA

Cross References**Code**

0460

Description

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

1100

Communication With The Public

1250

Visitors/Outsiders

1250

Visitors/Outsiders

1312.2

Complaints Concerning Instructional Materials

1312.2

Complaints Concerning Instructional Materials

1312.2-E PDF(1)

Complaints Concerning Instructional Materials

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

1312.3-E PDF(1)

Uniform Complaint Procedures

1312.3-E PDF(2)

Uniform Complaint Procedures

1340

Access To District Records

1340

Access To District Records

3270

Sale And Disposal Of Books, Equipment And Supplies

3270

Sale And Disposal Of Books, Equipment And Supplies

3514

Environmental Safety

3514

Environmental Safety

3514.2

Integrated Pest Management

3517

Facilities Inspection

3550

Food Service/Child Nutrition Program

3550

Food Service/Child Nutrition Program

4112.2

Certification

4112.2

Certification

4112.22

Staff Teaching English Learners

4113

Assignment

4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
9000	Role Of The Board
9012	Board Member Electronic Communications <u>Board Member Electronic Communications</u>
9200	Limits Of Board Member Authority <u>Limits Of Board Member Authority</u>
9322	Agenda/Meeting Materials <u>Agenda/Meeting Materials</u>

Policy 3110: Transfer Of Funds

Status: ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** 0306/01/20212022 | **Last Reviewed Date:** 0306/01/20212022

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

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

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

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

1. 1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
2. 2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

~~CSBA NOTE: Education Code 42603.1, as added by SB 98 (Ch. 23, Statutes of 2020), adds the following authorization for the temporary transfer of funds for the 2020-21 and 2021-22 fiscal years, if the state defers any payments owed to districts.~~ CSBA NOTE: Pursuant to Education Code 42601, the district, with the approval of the Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations incurred during that school year, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

- ~~3. For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)~~

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

4. 3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)

5. 4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)

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

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State	Description
Ed. Code 16095	Transfer of district funds to district state school building fund
Ed. Code 41010	California School Accounting Manual
Ed. Code 41301	Section A state school fund allocation schedule
Ed. Code 42125	Designated and unappropriated fund balances
Ed. Code 42238-42251	Apportionments to districts
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42600	District budget limitation on expenditure
Ed. Code 42601	Transfers between funds to permit payment of obligations at close of year
Ed. Code 42603	Temporary transfer Transfer of monies held in any fund or account to another fund; repayment
Ed. Code 42603.1	Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22
Ed. Code 42840-42843	Special reserve fund
Ed. Code 5200	Districts governed by boards of education

Ed. Code 52616.4

Expenditures from adult education fund

Ed. Code 78

Definition, governing board

Management Resources

Description

California Department of Education
Publication

California School Accounting Manual, 2019

Website

California Department of Education

Website

CSBA

Website

Fiscal Crisis and Management Assistance Team

Cross References

Code

Description

0460

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

3000

Concepts And Roles

3100

Budget

3100

Budget

3300

Expenditures And Purchases

3350

Travel Expenses

3400

Management Of District Assets/Accounts

3400

Management Of District Assets/Accounts

3460

Financial Reports And Accountability

3460

Financial Reports And Accountability

3470

Debt Issuance And Management

3551

Food Service Operations/Cafeteria Fund

3551

Food Service Operations/Cafeteria Fund

~~9323.2~~

~~Actions By The Board~~

~~9323.2-E PDF(1)~~

~~Actions By The Board~~

~~9323.2-E PDF(2)~~

~~Actions By The Board~~

Regulation 3517: Facilities Inspection

Status: ADOPTED

Original Adopted Date: 11/01/2006 | **Last Revised Date:** ~~12/06/01/2017~~2022 | **Last Reviewed Date:** ~~12/06/01/2017~~2022

CSBA NOTE: As part of the Williams litigation settlement, Education Code 17070.75 requires that each school district participating in the state's School Facility Program have a facility inspection system in place for all schools to ensure that school facilities are kept in good repair. Education Code 17002 defines "good repair" to mean that the facility is maintained in a manner that ensures that it is clean, safe, and functional as determined pursuant to the Facility Inspection Tool (FIT) developed by the Office of Public School Construction (OPSC) or a local evaluation instrument that uses the same criteria.

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, ~~he/she~~ the Superintendent or designee shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. Interior Surfaces (walls, floors, ceilings): Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. Hazardous Materials: Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.
9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.

10. Lighting: Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident.
12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. Restrooms: Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

CSBA NOTE: ~~Although not reflected on the FIT, The following paragraph should be revised to reflect the grade levels served by the district. Pursuant to Education Code 35292.6, as added by AB 10367 (Ch. 687664, Statutes of 2017), requires 2021), before the start of the 2022-23 school year, a school that serves any of grades 6-12 and meets a 40 percent student poverty threshold, as defined in 20 USC 6314, is required to stock 50 percent of the school's restrooms with feminine hygiene free menstrual products for use in connection with the menstrual cycle, and to not charge students post a notice as described below. See the accompanying exhibit for such products. The following paragraph may be revised to reflect the grade levels served by the district. a sample notice.~~

~~14. In addition, in any school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families shall, at least 50 percent all times, stock and make available and accessible free of cost, an adequate supply of the school's restrooms are stocked with feminine hygiene menstrual products, in every women's and all-gender restroom, and in at least one men's restroom. The district shall post in a prominent and conspicuous location a notice regarding this requirement that includes an email address and telephone number for which students are not charged. a designated individual responsible for maintaining the requisite supply of menstrual products. (Education Code 35292.6; 20 USC 6314)~~
-)

- ~~15.~~14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
- ~~16.~~15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building
- ~~17.~~16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.
- ~~18.~~17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
- ~~19.~~18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

CSBA NOTE: Although the FIT does not specifically require districts to test for the presence of lead in drinking water, soil, and/or painted surfaces, such testing is recommended by the U.S. Environmental Protection Agency due to the health risks posed by lead exposure, especially for young children. Schools and child care facilities that maintain their own public water systems must test for lead pursuant to the Safe Drinking Water Act (42 USC 300f-300j-27). In addition, Health and Safety Code 116277, as amended by AB 746 (Ch. 746, Statutes of 2017), requires a community water system that serves a school with a building constructed before January 1, 2010 to test for lead in the drinking water system before January 1, 2019. If the school's lead level exceeds specified levels, the district must notify the parents/guardians of students at that school and take immediate steps to shut down all fountains and faucets where excess lead levels may exist. See AR 3514 - Environmental Safety for further information about lead testing and abatement in schools.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

CSBA NOTE: Education Code 35186 provides that the Williams uniform complaint procedures should be used for any complaint alleging a school facility condition that poses an emergency or urgent threat, as defined in Education Code 17592.72, or any complaint that a school restroom is not clean, maintained, or kept open, as defined in Education Code 35292.5. See E-AR 1312.4 - Williams Uniform Complaint Procedures.

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, stocked, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

CSBA NOTE: Education Code 1240 requires the County Superintendent of Schools to visit low-performing schools to determine (1) the status of any facility condition that may create an emergency or urgent threat to the health or safety of students or staff and (2) the accuracy of data reported on the school accountability report card with respect to the safety, cleanliness, and adequacy of school facilities. Education Code 1240 requires that the County Superintendent provide a quarterly report to the Governing Board on the results of any county office of education (COE) visit. Education Code 1240 provides that, if the County Superintendent determines that a facility condition poses an emergency or urgent threat, ~~he/she~~ the County Superintendent may return to the school to verify repairs and/or prepare a report that identifies areas of noncompliance if the district has not provided evidence that the repairs will be made within 30 days or, for major repairs, in a timely manner. The County Superintendent may then present the report to the Board at a public meeting and post the report on the ~~county office's~~ COE's web site.

The Superintendent or designee shall provide the Governing Board with regular reports regarding the district's facility ~~inspection program~~ inspections and updates of any visits to district schools by the County Superintendent of Schools to review school facilities.

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State	Description
2 CCR 1859.300-1859.330	Emergency Repair Program
Ed. Code 1240	County superintendent of schools;; duties
Ed. Code 17002	State School Building Lease-Purchase Law, including; definition of good repair
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17565-17591	Property maintenance and control
Ed. Code 17592.72	Urgent or emergency repairs;; School Facility Emergency Repair Account
Ed. Code 33126	School accountability report card
Ed. Code 35186	Complaints regarding teacher vacancy or misassignment
Ed. Code 35292.5-35292.6	Restrooms, maintenance and cleanliness
H&S Code 116277	Lead testing of potable water at schools and requirements to remedy
Federal	Description
20 USC 6314	Schoolwide programs
42 USC 300f-300j-27	Safe Drinking Water Act
Management Resources	Description
State Allocation Board, Office Of Public School C <u>Construction</u>	Facility Inspection Tool: School Facility Conditions Evaluation
Website	California County Superintendents Educational Services Association
Website	California Department of Education, Williams Case
Website	State Allocation Board, Office of Public School Construction
Website	Coalition for Adequate School Housing
Website	CSBA
Cross References	
Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1312.4	Williams Uniform Complaint Procedures
1312.4-E <u>PDF</u> (1)	Williams Uniform Complaint Procedures
1312.4-E <u>PDF</u> (2)	Williams Uniform Complaint Procedures
1330.1	Joint Use Agreements

3000	Concepts And Roles
3311	Bids
3311	Bids
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
6117	Year-Round Schedules
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
9000	Role Of The Board

Exhibit 3517-E(1): Facilities Inspection

Status: ADOPTED

Original Adopted Date: 06/01/2022 | **Last Reviewed Date:** 06/01/2022

CSBA NOTE: Education Code 35292.6 requires that the following notice be posted in a prominent and conspicuous location in each restroom where menstrual products are stocked.

NOTICE REGARDING MENSTRUAL PRODUCTS

Education Code 35292.6 requires that:

- a. On or before the start of the 2022–23 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.
- b. A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.
- c. A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.
- d. For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle.
- e. This section shall become operative on July 1, 2022.

The name and contact information for the individual responsible for maintaining the requisite supply of menstrual products is:

(name and/or title/position)

(telephone number)

(email address)

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State

2 CCR 1859.300-1859.330

Ed. Code 1240

Ed. Code 17002

Ed. Code 17070.10-17077.10

Ed. Code 17565-17591

Ed. Code 17592.72

Ed. Code 33126

Ed. Code 35186

Ed. Code 35292.5-35292.6

H&S Code 116277

Federal

20 USC 6314

42 USC 300f-300j-27

Management Resources

State Allocation Board, Office Of Public School Co

Website

Website

Website

Website

Website

Cross References**Code**

1312.4-E(1)

1312.4-E(2)

Description

Emergency Repair Program

County superintendent of schools, duties

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

Leroy F. Greene School Facilities Act of 1998

Property maintenance and control

Urgent or emergency repairs, School Facility Emergency Repair Account

School accountability report card

Complaints regarding teacher vacancy or misassignment

Restrooms, maintenance and cleanliness

Lead testing of potable water at schools and requirements to remedy

Description

Schoolwide programs

Safe Drinking Water Act

Description

Facility Inspection Tool: School Facility Conditions Evaluation

California County Superintendents Educational Services Association

California Department of Education, Williams Case

State Allocation Board, Office of Public School Construction

Coalition for Adequate School Housing

CSBA

Description

Williams Uniform Complaint Procedures

Williams Uniform Complaint Procedures

Policy 3523: Electronic Signatures

Status: ADOPTED

Original Adopted Date: 06/01/2022 |

CSBA NOTE: The following optional board policy may be revised to reflect district practice. Pursuant to Government Code 16.5, public entities, including districts, are permitted to use digital signatures in their communications and operations. A digital signature is a type of electronic signature, as defined in Civil Code 1633.1. Any such digital or electronic signature has the same force and effect as a manual signature, provided the signature is created using acceptable technology and includes attributes specified in 2 CCR 22000-22005, as described in the accompanying administrative regulation. In addition, Civil Code 1633.1-1633.17 (Uniform Electronic Transactions Act) and 15 USC 7001-7006 (Electronic Records and Signatures in Commerce Act) provide a framework for ensuring the validity of electronic contracts and security of electronic signatures in commerce and governmental transactions.

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

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<u>State</u>	<u>Description</u>
<u>2 CCR 22000-22005</u>	<u>Public entity use of electronic signatures</u>
<u>5 CCR 16020-16022</u>	<u>Records, general provisions</u>
<u>5 CCR 16023-16027</u>	<u>District records, retention and destruction</u>
<u>5 CCR 430</u>	<u>Individual student records; definition</u>
<u>5 CCR 432</u>	<u>Student records</u>
<u>Civil Code 1633.1-1633.17</u>	<u>Uniform Electronic Transactions Act</u>
<u>Civil Code 1798.29</u>	<u>District records; breach of security</u>
<u>Education Code 35252-35255</u>	<u>Records and reports</u>
<u>Education Code 44031</u>	<u>Personnel file contents and inspection</u>
<u>Education Code 49060-49079.7</u>	<u>Student records</u>
<u>Education Code 8234</u>	<u>Electronic signatures; child care and development programs</u>

Government Code 16.5

Government Code 6252-6265

Government Code 811.2

Federal

15 USC 7001-7006

20 USC 1232g

20 USC 1400-1482

34 CFR 99.1-99.8

34 CFR 300-300.818

Management Resources

California Department of Education
Publications

Cross References

Code

3510

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5148

5148

5148.3

5148.3

6159.1

6159.1

Electronic signatures

Inspection of public records

Definition of public entity

Description

Electronic Records and Signatures in Commerce Act

Family Educational Rights and Privacy Act of 1974

Individuals with Disabilities Education Act

Family Educational Rights and Privacy Act

Assistance to states for the education of students with
disabilities

Description

Management Bulletin 17-13, October 2017

Description

Green School Operations (BP)

District Records (BP)

District Records (AR)

Child Care and Development (BP)

Child Care and Development (AR)

Preschool/Early Childhood Education (BP)

Preschool/Early Childhood Education (AR)

Procedural Safeguards and Complaints for Special Education
(BP)

Procedural Safeguards and Complaints for Special Education
(AR)

Regulation 3523: Electronic Signatures

Status: ADOPTED

Original Adopted Date: 06/01/2022 |

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice. Pursuant to Government Code 16.5, public entities, including districts, are permitted to use digital signatures in their communications and operations. A digital signature is a type of electronic signature, as defined in Civil Code 1633.1. Any such digital or electronic signature has the same force and effect as a manual signature, provided the signature is created using an acceptable technology and includes attributes specified in 2 CCR 22000-22005, as described below. In addition, Civil Code 1633.1-1633.17 (Uniform Electronic Transactions Act) and 15 USC 7001-7006 (Electronic Records and Signatures in Commerce Act) provide a framework for ensuring the validity of electronic contracts and security of electronic signatures in commerce and governmental transactions.

In addition to the general authorization for use of electronic signatures as described above, an electronic signature may be used in specific instances. For example, an electronic signature may be used to fulfill the requirement for parental consent under the Individuals with Disabilities Education Act (20 USC 1400-1482). See comments to 71 Fed. Reg. 156 which provides that electronic signatures are permitted as long as the necessary steps are taken to ensure that there are appropriate safeguards to protect the integrity of the process. Also see the criteria for electronic signatures listed in Items #1-5 below and AR 6159.1 - Procedural Safeguards and Complaints for Special Education. Electronic signatures may also be used when families apply for child care and development services. See the California Department of Education's Management Bulletin 17-13.

When authorized by law, electronic signatures may be used in the operation of district business and/or administration.

In any business transaction, an electronic signature shall only be used when each party has agreed to conduct the transaction by electronic means. In other district operations, the Superintendent or designee may require the use of an electronic signature. (Civil Code 1633.5; 15 USC 7001)

CSBA NOTE: Pursuant to Civil Code 1633.2 and Government Code 16.5, a digital signature is a type of electronic signature. Aside from the definitions below, "electronic signature" will be used throughout this regulation to indicate all types of electronic signatures, including digital signatures.

A *digital signature* is defined as an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. (Government Code 16.5)

An *electronic signature* consists of an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (Civil Code 1633.2)

In order for an electronic signature to be used, the electronic signature shall be: (Government Code 16.5; 2 CCR 22002)

1. Unique to the person using it
2. Capable of verification
3. Under the sole control of the person using it
4. Linked to data in such a manner that if the data are changed the electronic signature is invalidated
5. Conform to 2 CCR 22000-22005

Prior to accepting an electronic signature, the Superintendent or designee shall ensure the following: (2 CCR 22005)

1. That the signature is created by acceptable technology pursuant to 2 CCR 22003
2. That the level of security used to identify the signer of the document and to transmit the signature is sufficient for the transaction being conducted
3. That, if a certificate is a required component of the electronic signature, the certificate format used by the signer is sufficient for the security and interoperability needs of the district.

If a notarized signature is required with respect to an electronic signature, the electronic signature of the notary public together with all of the other information required by law to be included in a notarization shall accompany the electronic signature. (Civil Code 1633.11)

If a statement is required to be signed under penalty of perjury, the electronic signature shall include all of the information to which the declaration pertains together with a declaration under penalty of perjury by the person who submits the electronic signature that the information is true and correct. (Civil Code 1633.11)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<u>State</u>	<u>Description</u>
<u>2 CCR 22000-22005</u>	<u>Public entity use of electronic signatures</u>
<u>5 CCR 16020-16022</u>	<u>Records, general provisions</u>
<u>5 CCR 16023-16027</u>	<u>District records, retention and destruction</u>
<u>5 CCR 430</u>	<u>Individual student records; definition</u>
<u>5 CCR 432</u>	<u>Student records</u>
<u>Civil Code 1633.1-1633.17</u>	<u>Uniform Electronic Transactions Act</u>
<u>Civil Code 1798.29</u>	<u>District records; breach of security</u>
<u>Education Code 35252-35255</u>	<u>Records and reports</u>
<u>Education Code 44031</u>	<u>Personnel file contents and inspection</u>
<u>Education Code 49060-49079.7</u>	<u>Student records</u>
<u>Education Code 8234</u>	<u>Electronic signatures; child care and development programs</u>
<u>Government Code 16.5</u>	<u>Electronic signatures</u>
<u>Government Code 6252-6265</u>	<u>Inspection of public records</u>
<u>Government Code 811.2</u>	<u>Definition of public entity</u>
<u>Federal</u>	<u>Description</u>
<u>15 USC 7001-7006</u>	<u>Electronic Records and Signatures in Commerce Act</u>
<u>20 USC 1232g</u>	<u>Family Educational Rights and Privacy Act of 1974</u>
<u>20 USC 1400-1482</u>	<u>Individuals with Disabilities Education Act</u>

34 CFR 99.1-99.8

Family Educational Rights and Privacy Act

34 CFR 300-300.818

Assistance to states for the education of students with disabilities

Management Resources

California Department of Education
Publication

Description

Management Bulletin 17-13, October 2017

Cross References

Code

3510

Description

Green School Operations (BP)

3580

District Records (BP)

3580

District Records (AR)

5148

Child Care and Development (BP)

5148

Child Care and Development (AR)

5148.3

Preschool/Early Childhood Education (BP)

5148.3

Preschool/Early Childhood Education (AR)

6159.1

Procedural Safeguards and Complaints for Special Education (BP)

6159.1

Procedural Safeguards and Complaints for Special Education (AR)

COTTONWOOD UNION SCHOOL DISTRICT
PERSONNEL REQUEST FORM

(Section A-1: To be completed by Site Supervisor)

Job Title/Classification: Speech Aide New Position Vacant Position Change

Position Justification: (Program/Action Plan) Support students with Speech services on their IEP

Desired Qualifications:

Skills/Abilities: _____

Amount of experience desired: _____

Certification/Licenses Needed: Para

Position is Permanent Temporary - from _____ to _____ Long Term Sub from _____ to _____

Daily Working Hours: from _____ to _____ Hours per day: 5.75

Worksite: North & West Assignment START date: _____

Work Months Per Year 11 month 12 month

Employee Replaced: N/A Supervisor: _____

Signature of Requesting Supervisor:  Date: 8/11/22

(Section A-2: To be completed by CBO & Supt.)

Chief Business Official's Approval for Budget: _____ Date: _____

Superintendent's Approval to Post/Advertise: _____ Date: _____

(Section B: To be completed by Site Supervisor)

Interview Committee Recommendation: _____ Date: _____

Reference Check: _____ Date: _____ New Hire: _____ Transfer: _____
(initial)

Approval of Principal: _____ Date: _____
(initial)

(Section C: To be completed by HR)

Salary Schedule Placement: Column: _____ Step: _____ Amount: _____ Effective Date: _____

Date Position Offered: _____ Health Benefits: Yes No Annual Cont. Days: _____

Position accepted: _____ Date: _____
(Placement is contingent on clearance of fingerprints and physical examination.)

COTTONWOOD UNION SCHOOL DISTRICT
PERSONNEL REQUEST FORM

(Section A-1: To be completed by Site Supervisor)

Job Title/Classification: Cook New Position Vacant Position Change

Position Justification: (Program/Action Plan) Replace retiree with additional duties

Desired Qualifications:

Skills/Abilities: cook

Amount of experience desired: _____

Certification/Licenses Needed: _____

Position is Permanent Temporary - from _____ to _____ Long Term Sub from _____ to _____

Daily Working Hours: from _____ to _____ Hours per day: 8

Worksite: North Assignment START date: 8/15/2022

Work Months Per Year 11 month 12 month

Employee Replaced: Cheryl Struble Supervisor: Chalynn Dotzenrod

Signature of Requesting Supervisor: [Signature] Date: 8/11/22

(Section A-2: To be completed by CBO & Supt.)

Chief Business Official's Approval for Budget: _____ Date: _____

Superintendent's Approval to Post/Advertise: _____ Date: _____

(Section B: To be completed by Site Supervisor)

Interview Committee Recommendation: _____ Date: _____

Reference Check: _____ Date: _____ (initial) New Hire: _____ Transfer: _____

Approval of Principal: _____ Date: _____ (initial)

(Section C: To be completed by HR)

Salary Schedule Placement: Column: _____ Step: _____ Amount: _____ Effective Date: _____

Date Position Offered: _____ Health Benefits: Yes No Annual Cont. Days: _____

Position accepted: _____ Date: _____
(Placement is contingent on clearance of fingerprints and physical examination.)

COTTONWOOD UNION ELEMENTARY SCHOOL DISTRICT

Title: Cook

Reports to: Cafeteria Manager

Classification: Classified

Work Year: School Year (192 days)

BASIC FUNCTION:

Under the supervision and general direction of the Director of Child Nutrition or Site Principal; participates in the preparation, cooking, baking and cashiering duties in support of a food production center location; prepare and maintain a wide variety of assigned food service, menu planning and related accounting records and ordering and receiving of food items, reports; train and provide work direction to assigned food service staff in the absence of the Director.

REPRESENTATIVE DUTIES:

- Participate in the setup, preparation, cooking, baking, service, including main dishes, meats, pasta, vegetables and others in a food production center location; prepare salads, sandwiches, fruit, soups, gravies, sauces and other foods.
- Determine appropriate quantity of food items for cooking and baking; adjust and extend recipes as needed; maintain food quality standards including appearance, and nutritional requirements.
- Prepare and maintain assigned food service and related worksheets and accounting and reports; count money from serving areas and prepare bank deposits and cash distribution sheets.
- Prepare and formulate weekly billings of overdue student accounts and update parents on the status of those overdue accounts; and update accounts in the computer system.
- Provide information and forms to parents for "free and reduced" lunches; send completed forms on to Director of Child Nutrition.
- Train and supervise other food service staff members; develop efficient food service methods and procedures.
- Operate a computer terminal to process meal ticket applications; record amounts of food sold, tickets and monies collected as assigned.
- Conduct periodic inventory and order/check in groceries received and maintain related records; prepare records of foods cooked and foods left over; store unused food and supplies; utilize proper methods of handling foods to be stored; order food and supplies as directed.
- Operate a variety of standard kitchen utensils and equipment and a computer terminal as required.
- Assist other food service personnel with daily service activities as needed; clean food service equipment, utensils and appliances; store food supplies; assure compliance with kitchen sanitation and safety procedures and regulations; lift and assist in the lifting of moderately heavy containers.
- Ability to obtain and maintain a Serve Safe certificate.
- Performs other related duties as required.

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school; experience in Food Service preferred.

LICENSES AND OTHER REQUIREMENTS:

- Possess a valid California driver's license; be able to pass a physical exam; and obtain a Safety and Sanitation Certificate every two (2 years).

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and methods of quantity food service preparation, serving and storage.
- Operation of a computer terminal.
- Basic math.
- Basic menu planning techniques including food values, combinations and substitutions.
- Sanitation and safety practices related to handling, cooking, baking and serving food.
- Methods of preparing and serving food in large quantities.
- Methods of adjusting and extending recipes and proper substitutions.
- Proper methods of storing equipment, materials and supplies.
- Standard kitchen equipment, utensils and measurements.
- Health and safety regulations.
- Basic recordkeeping techniques.
- Basic math and cashiering skills.

Ability to:

- Prepare, cook, bake and serve a variety of foods in quantity at an assigned food service facility.
- Prepare and serve food in accordance with health and sanitation regulations.
- Operate and maintain standard machines and equipment.
- Prepare attractive, appetizing and nutritious meals for students and staff.
- Follow, adjust and extend recipes.
- Add, subtract, multiply and divide quickly and accurately.
- Understand and follow oral and written directions.
- Communicate effectively both orally and in writing.
- Maintain routine records.
- Meet schedules and timelines.
- Establish and maintain cooperative and effective working relationships with others.
- Plan and organize work.
- Observe health and safety regulations.
- Train and provide work direction to others.
- Make change accurately.
- Read and write at a level required for successful job performance.
- Work with and supervise student workers.

WORKING CONDITIONS:

WORKING CONDITIONS:

➤ **ENVIRONMENT:**

Food service environment; subject to heat from ovens, cold from walk-in refrigerators and freezers.

➤ **PHYSICAL ABILITIES:**

Lifting, carrying, pushing or pulling moderately heavy objects (maximum of 30 pounds without assistance; and 50 pounds with assistance); standing and walking for extended periods of time; dexterity of hands and fingers to operate kitchen equipment; carrying, pushing or pulling food trays, carts, materials and supplies; reaching overhead, above the shoulders and horizontally; Seeing to assure proper quantities of food; bending at the waist.

➤ **HAZARDS:**

Exposure to very hot foods, equipment and metal objects; exposure to sharp knives and slicers; exposure to cleaning agents, pesticides and exposure to constant loud noises.

AGREEMENT BETWEEN THE
COTTONWOOD UNION SCHOOL DISTRICT ("DISTRICT")

AND THE
COTTONWOOD TEACHERS' ASSOCIATION CTA/NEA ("ASSOCIATION")

JULY 1, 2022 THROUGH JUNE 30, 2024

APPROVED BY THE BOARD OF TRUSTEES ON

Cottonwood Teachers' Association

Cottonwood Union School District

Daneka Barber
CTA President

Matt Iles,
Board President

Michelle Melhase

Doug Geren,
Superintendent

Brenda Booth

Laura Merrick, CBO

Kelly Estrada

Teresa Madison

Allison Brogoitti

Brittany Stevenson

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ARTICLE I

AGREEMENT

1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Cottonwood Union School District ("The District") and the Cottonwood Teachers' Association CTA/NEA ("The Association").

It is the intent of both the District and the Association that this agreement be a living document, and, as concerns arise, both parties may meet upon mutual agreement and resolve issues, including the revision of contract articles. Further, it is agreed that both parties agree to meet on a monthly basis at mutually agreeable dates and times to discuss issues of concern to either party.

ARTICLE II

RECOGNITION

2.1 The District confirms its recognition of the Association as the exclusive representative for the unit of unit members certified by the Public Employment Relations Board in Case(s) S-R 866 & S-I-106, dated November 27, 1989.

2.2 The "Unit" for the purposes of recognition and exclusive representation shall be defined to include all certificated employees of the District, excluding all management, supervisory and confidential employees as defined by the Act.

ARTICLE III

ASSOCIATION RIGHTS

3.1 The District and the Association recognize the rights of unit members to form, join, and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations.

3.2 The District shall notify the President of the Association within ten (10) days of providing a new employee orientation packet to new staff. The notification will include their name, job title, and dept./site. The Association will be allowed to meet with new hires, for up to 60 minutes, during the (2) non-student work days before the start of the year.

3.3 Within two (2) days, the District shall notify the Association of any third-party requests for unit members' contact information or any third-party or California Public Records Act (CPRA) request for unit member disciplinary, evaluative, or other personnel-record information. The Association shall have seven (7) days to object to disclosure of the requested information and/or raise potential concerns before the District responds to the requesting party. In addition, individual bargaining unit members shall have seven (7) days to object to the disclosure of the requested information before the District publicizes the information.

3.4 The Association shall have the right to meet with principals/administration quarterly or as needed to share concerns.

ARTICLE IV

SUPPLEMENTAL CLASSROOM SUPPLIES

4.1 The District shall reimburse each unit member, up to \$300.00, during each school year for purchase of special or supplemental supplies upon submittal of a receipt, a description of the item purchased, and a description of the purpose and use of the item. If the proper receipt documentation is submitted to the district office prior to February 1st each year, the unit member may be reimbursed up to \$350.00.

4.2 Unit members shall submit reimbursement requests on the form attached hereto as Appendix "A." Reimbursement requests may only be submitted during the school year in which the expenditure is made. All reimbursement requests for the current school year must be submitted prior to the last working day. The \$300.00 shall not accumulate from school year to school year.

ARTICLE V

COMPLAINT PROCEDURE

In order to promote fair communication and an orderly process, the following procedures shall govern the resolution of complaints against school personnel. Every effort should be made to resolve a complaint at the earliest possible stage. Failure to observe the provisions of this regulation, including the time deadlines, shall result in the dismissal of the complaint.

5.1 Complaints by a non-employee against an employee should be made directly by the complainant to the person against whom the complaint is lodged. Parents/guardians are encouraged to attempt to resolve concerns directly with the staff member. The appropriate processing of the complaints concerning unit members shall be from the complainant to the unit member to the Principal to the Superintendent to the Governing Board. Complaints presented to the Governing Board must be submitted in writing. A meeting must be held with the staff member within 10 workdays of a specific incident(s).

5.2 Upon receipt of a written complaint by the Principal he/she shall direct the complainant to meet with the unit member if they have not already met and shall inform the unit member of the complaint. If the complainant refuses to meet with the unit member, the principal may meet with complainant. The principal will take no action regarding the complaint until he/she has met with the unit member and discussed the complaint.

5.3 Upon receipt of a complaint by the Superintendent he/she shall direct the complainant to meet with the Principal if they have not already met.

5.4 An Association and District representative may be present at the meeting between complainant and the unit member.

5.5 A copy of any written complaint received by the District regarding the unit member shall be provided to the unit member within 3 workdays.

5.6 If the complaint is not resolved at the Superintendent's level, and the complainant desires to have the complaint heard by the Governing Board, he/she shall reduce the complaint to writing within 30 workdays.

5.7 The unit member shall be given notification of the time, date, and place of any Governing Board meeting at which the Governing Board will hear the complaint. The unit member shall have the right to be represented at the meeting.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Right to Informal Discussion

Nothing within this procedure shall be construed to limit the right of a certificated employee to informally discuss any employment problem with the Superintendent.

6.2 Definitions

6.2.1 "Grievance" is defined as an allegation by the Association, or one or more members of the Association, that there has been a violation or misapplication of the specific provisions of this Agreement or Ed. Code. Actions to challenge or change the policies, regulations or other matters outside this Agreement are not within the scope of this procedure.

6.2.2 "Day" is a day that the certificated employees are scheduled to work per the school calendar for each year.

6.3 Levels of Procedure

6.3.1 **Level I:** The grievant will exercise best efforts to meet with the Principal to resolve a grievance before filing a formal grievance under this Level I. Within thirty (30) calendar days of the occurrence of the act or omission which gives rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the District Principal or designee. The grievance shall consist of (1) a clear and concise statement of the problem; (2) the specific provision of the Agreement involved; and (3) the specific remedy sought and (4) the specific meeting date with Principal prior to filing this grievance. The District Principal shall communicate a written decision within ten (10) days of receipt of the grievance.

6.3.2 **Level II:** If the grievant is not satisfied with the decision at Level I, or if the District Principal does not respond within the timelines as required by Level I, then within ten (10) days after receipt of the Level I response or the expiration of the time within which the Principal must respond, the grievant may then appeal the decision, or lack thereof, on the appropriate form to the Superintendent. The District Superintendent shall communicate a written response within ten (10) days of receipt of the grievance.

6.3.3 **Level III:** If the grievant is not satisfied with the decision at Level II, or if the District Superintendent does not respond within the timelines required by Level II, then within five (5) days after the receipt of the Level II response or the expiration of time within which the Superintendent must respond, the grievant may then appeal the decision, or lack thereof, on the appropriate form to

the Board of Trustees. Upon receipt of an appeal from the grievant to the Board of Trustees, the Board of Trustees shall schedule a meeting at which the grievant will be heard.

After the hearing before the Board of Trustees, the Board of Trustees shall render a decision on the grievance and send same to the Superintendent and the grievant. The Board alone has the power to render a final and binding determination of the grievance, subject to judicial review which must be filed no later than 60 calendar days after the date the decision of the Board of Trustees is mailed or delivered to the grievant. The governing board may reopen the record for the taking of additional evidence.

6.4 General Provisions

6.4.1 The grievant shall be present at all stages of the proceeding of the grievance.

6.4.2 A decision rendered at any step during the grievance procedure becomes final unless appealed within the time limit specified. The time limits specified at each level should be considered to be maximums. The time limits may, however, be extended by mutual written agreement. Time is of the essence to all provisions.

6.4.3 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, a hiatus will be granted over the summer months unless mutually agreed upon by grievant and district that it needs to be resolved over the summer.

6.4.4 Time limits for appeal provided in each level shall begin the day following the receipt of the written decision. If the grievant does not appeal a decision within the timelines allowed, then the grievance shall be deemed resolved.

6.4.5 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

6.4.6 If the same complaint, or substantially the same complaint, is made by more than one employee against the District, only one employee, on behalf of himself/herself and the other complainants, may process the grievance or complaint through the grievance procedure. The names and signatures of all aggrieved parties shall appear on all documents related to the processing of the grievance.

6.4.7 The District or the grievant may, at any step in the formal leave, have one other person serve as a representative and to be present during the proceeding.

ARTICLE VII

HOURS OF EMPLOYMENT

7.1 Unit members shall annually render services to the District on one hundred eighty (180) pupil attendance days plus four (4) additional work days for a grand total of 184 days.

7.2 The school calendar is set forth on Appendix "B" attached hereto and incorporated herein by reference.

7.3 Unit member's duty day is 7.5 hours per day. In the event it is necessary for a unit member to leave the work place during the above assigned duty times, the unit member shall notify the Principal or designee in advance for approval when leaving.

7.4 Unit members shall be provided a thirty (30) minute duty free lunch period.

7.5 The District may assign unit members, outside and in addition to the above referenced work day, to activities such as school open houses, back to school nights, faculty meetings (one regular site level faculty meeting per month and up to two district level faculty meetings per year.) In addition, the district may also assign unit members to site council meetings and advisory committees for up to 8 hours per year if a certificated person is a requirement.

7.6 On work days of non-student attendance, unit members shall report for duty as designated by the Principal or designee, except that the designated duty hours shall not exceed those of a normal work day.

ARTICLE VIII

EMPLOYEE JOB SHARING

8.1 Eligibility:

- a. Shared teaching assignments shall be available only to certificated permanent teachers who possess a clear credential. Teachers may submit their request for such an assignment along with a written proposal outlining the year's program to include areas of curriculum, grading, and a joint behavior management plan. Proposal shall be submitted no later than March 30th of the preceding school year. (Appendix G)
- b. The permanent teacher's partner will be selected through an interviewing process and will be subject to all district standards.
- c. Teachers requesting a shared assignment shall be informed of the status of their proposal by June 10th of the preceding year.
- d. At the end of the year, a meeting shall take place between the Principal and the two teachers to evaluate the success of the job share.
- e. Each job sharing arrangement shall be for up to one (1) year and the employee bargaining unit members may request to continue in the program following approved procedures.
- f. A bargaining unit member participating in a job sharing contract may elect to return to full-time teaching for the following school year. The bargaining unit member must notify the District by February 1st of his/her intent to return to a full-time position for the succeeding school year.
- g. Part-time bargaining unit members shall maintain their positions of seniority and will progress on the salary schedule as specified in Article 16.10 of this agreement.
- h. Bargaining unit members participating in a job share shall be entitled to all the rights and benefits mandated by law for full-time unit members and shall receive compensation as specified in Article XV of this agreement.
- i. Sick Leave for part time unit members shall be prorated.
- j. Contributions to the State Teachers' Retirement System shall be proportionate at the time served and salary earned.

8.2 Hours and Responsibilities:

Both teachers shall meet with the principal before school opens to review exact working days and meeting responsibilities. (See attached Job Share Assignment Proposal Form Appendix "G".) Both teachers together

shall assume full responsibility for the class instructional program. They will regularly meet to jointly develop lesson plans as well as be informed as to grade level collaborations and ensure clear lines of communication with parents/guardians.

Both participants will be required to work the first five days of the contract period. This includes two days prior to student attendance and the first day of school. Both participants will conduct parent conferences, attend faculty meetings, open house, back to school night, and alternate in-service days.

8.3 Salary, Leaves, and Absences:

- a. Each participating employee shall receive the appropriate prorated portion of the full time salary to which they would be entitled if they were working full time.
- b. The District shall provide health and welfare benefits, leave and all applicable benefits, and STRS contributions at the prorated percentage of the participant's assignment as compared with full time employment. The employee may purchase at their own expense, the remainder of the full time health benefits.
- c. When one member of the job share is absent for illness or other paid leave, the remaining team member shall be given the first opportunity to take over the full time responsibilities for the period of absence. For this service, his/her pay shall correspond with the districts approved daily rate. If the absence is anticipated to extend beyond two consecutive weeks, the district will look to hire a substitute teacher for this position if needed.

8.4 The superintendent will have the authority to approve or disapprove of the proposal and convey the decision to the affected unit members along with a written rationale for the decision.

ARTICLE IX

CLASS SIZE

9.1 The District and the Association recognize the value of classes with a reasonable student teacher ratio and thus, the District and the Association agree to meet and negotiate class size, if either party requests to do so, during the course of any school year.

When assigning students to specific classes, the principal or designee will consider the following criteria:

- a. Staff recommendation, including, but not limited to, the recommendations of teachers and counselors
- b. Student skill level as indicated by achievement and testing data (Classroom grades/evaluation and Standardized Testing)
- c. Balance of high, medium, and low academic achievers
- d. Balance of mainstreamed student, students with a current IEP, students on 504 Plans, EL students and students in intervention programs
- e. Balance of students with behavior issues and low motivation as indicated by previous school year's data
- f. Balance of boys/girls

The principal or designee may accept requests from parents/guardians for a specific teacher, but honoring parent requests is implemented after the other six criteria is completed. Parents will be notified of the above criteria when requesting a specific teacher.

During the school year, the principal or designee may make any adjustments in class placement which he/she considers beneficial to the student or the educational program.

ARTICLE X

EXTRA DUTY

10.1 The District shall fund extra duty assignments as set forth in Appendix "C".

10.2 Unit members who agree to perform extra duty assignments, shall be obligated to perform that assignment for only one (1) year unless they fail to give the District notice of their intent not to continue in said assignment on or before April 15 for all assignments, except persons coaching sports ending after April 10 who shall give notice by May 15. Such notice shall be in writing and addressed to the site administrator. A unit member who does not provide such a notice shall perform the assignment for another one (1) year period and will be expected to fill that assignment unless the District gives notice of non-renewal prior to June 1.

The stipend positions will be posted annually and will show all positions. Those positions that are currently filled will include the name of the person in that position. Vacancies will be blank so staff can see which positions are open.

10.3 When a member agrees to perform an extra duty assignment, the unit member shall be provided with instructions and guidelines for the position specifying the approximate length of duty time that the position will require and the responsibilities of the position.

10.4 Unit members performing extra duty assignments shall be obligated to complete that assignment unless prevented from doing so because of illness, injury, or approved leave of absence, or they shall forfeit all right to compensation for same. Unit members prevented from completing their assignment shall be paid on a prorated basis for services rendered.

10.5 The District may terminate an extra duty assignment at any time. If the District so terminates an extra duty assignment, it shall pay to the unit member the greater of the following:
(1) the prorated sums earned to date for services rendered plus 20% thereof; (2) 25% of the stipend which would have been awarded had the extra duty assignment been completed.

10.6 The extra duty positions set forth on Appendix "C" shall be offered, first, to qualified unit member applicants. If there are no unit member applicants, then the District may fill the position with other applicants at its discretion.

10.7 If the only persons who apply to fill such positions are unit members whose services have been terminated by the District pursuant to paragraph 10.5, then the District is not required to offer such positions to said unit members and may offer the positions to other applicants.

ARTICLE XI

CATASTROPHIC LEAVE

INTRODUCTION

The District hereby establishes these provisions regarding catastrophic leave for certificated employees. This policy is only applicable to certificated employees of the District who are employed as probationary, permanent, or as administrators, including the Superintendent.

11.1 Catastrophic Illness or Injury: Catastrophic illness or injury means an illness or injury that is expected to incapacitate the certificated employee for an extended period of time, i.e. at least 10 working days or longer, or that incapacitates a family member of a certificated employee for such period of time and which requires the certificated employee to take time off from work for an extended period of time of at least 10 working days to care for himself or herself or to care for the certificated employee's family member and the taking of extended time off work without pay creates a financial hardship for the certificated employee because he or she has exhausted all of her sick leave and accumulated sick leave.

11.2 Donated Sick Leave: Donated sick leave means accrued and unused sick leave of a certificated employee of the District donated to the sick leave bank for that school year. If unused, it remains in original donor's account.

11.3 Procedure for Donating Regular Sick Leave:

11.3.1 A certificated employee may donate sick leave days only if he/she has a minimum of ten days of accumulated sick leave and may donate only days in excess of that ten days.

11.3.2 Contributions shall be authorized in writing by the certificated employee.

11.3.3 Certificated employees must donate sick leave in increments of 1 day and no more than 2 days of sick leave during any school year.

11.3.4 Potential donors who were employed in a certificated position covered by STRS prior to July 1, 1980, are advised to consider the retirement implications of donating their unused sick leave credit for the Catastrophic Sick Leave Program.

11.4 Procedure for Requesting Sick Leave Credit:

11.4.1 A certificated employee desiring Catastrophic Sick Leave credit shall submit a request to the District Office with verification from a medical doctor of the illness.

11.4.2 A certificated employee who receives sick leave credit pursuant to this section shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

11.4.3 The maximum amount of donated sick leave credit that may be used by an individual under this section shall be 20 days during a 12-month period.

11.5 Eligibility Procedures: Eligible sick leave may be donated to a certificated employee for a catastrophic illness or injury if all of the following requirements are met:

11.5.1 The certificated employee who is or whose family member is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic

injury or illness as required by the District. The District determines that the employee is unable to work due to his or her catastrophic illness or injury or catastrophic illness or injury affecting the certificated employee's family member.

11.5.2 The employee has exhausted all of his/her paid sick leave.

11.5.3 In the event two or more eligible certificated employees are entitled to the benefits of this Catastrophic Leave Program, then the days will be allocated equally until exhausted.

11.6 Administrative Regulations:

11.6.1 Catastrophic leave credits shall not be used for illness or disability which qualifies the participant for Workers' Compensation benefits.

11.6.2 Credits shall not be considered available leave for the purpose of qualifying for STRS disability.

11.6.3 The District shall maintain on file the Catastrophic Leave Bank of Credits. Credits donated and distributed shall be donated on District forms.

11.6.4 Donated leave will be used on an as-needed basis by a random drawing at that time.

11.6.5 The District shall keep all records confidential and shall not disclose the nature of the illness except when necessary to process the request for withdrawal.

11.6.6 This policy shall be implemented on a non-discriminatory basis so long as the certificated employee or the certificated employee's family member suffers from a catastrophic illness or injury.

11.6.7 Donations made to the Catastrophic Sick Leave Bank are strictly voluntary.

11.6.8 After 20 days have been exhausted, the employee can apply for income protection if the illness is related to the employee themselves.

11.6.9 Unused donated sick leave will be returned to the original donor after the Catastrophic Leave is ended.

ARTICLE XII

LEAVES OF ABSENCE

12.1 Rules for General Absence

12.1.1 Except as provided herein, unit members shall not be absent from duty without notifying and receiving permission in advance from a District administrator.

12.1.2 If a unit member needs to be absent from duty, notice must be given to the District. Whenever possible, the District shall be notified prior to the day of absence. Except in the event of emergency, it is the responsibility of the unit member to see that the seating chart, lesson plans and other pertinent material necessary to continue the program are made available at the work site.

12.2 Sick Leave

12.2.1 Unit members employed five (5) days per week shall be entitled to ten (10) work days leave of absence for illness or injury, with full pay, for each school year of service. Unit members employed fewer than five (5) days per week shall be entitled to a proportionate amount of sick leave.

12.2.2 Unit members may accumulate unused sick leave without limitation.

12.2.3 Unit members returning to work from sick leave after an absence of three (3) or more consecutive work days, upon the request of the District, must provide a written physician's release and explanation certifying the reasons for such absence and medical permission to return to work. If P.N day is requested and denied a Doctor's note will be required to use a sick day. Sick leave cannot be used without a Doctor's note.

12.2.4 When a unit member's employment terminates and more sick leave has been used than earned, the amount of sick leave used, but not earned, shall be deducted from the next pay warrant on a differential basis.

12.3 Extended Illness Leave

When a unit member is absent from duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from salary due the unit member shall be determined as required by Education Code Section 44977. (See Addendum for Education Code 44977.)

12.4 Pregnancy Disability Leave

A unit member may utilize accumulated Sick Leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery therefrom. The length of such leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician; provided that such statement from the physician verifies that such leave is only for pregnancy related disability. Such leave is not for child care. Such pregnancy disability leave with pay shall be granted and administered in the same manner as Sick Leave and Extended Illness Leave.

12.4.1 Family Leave and Child Bonding Leave

Employees may elect to utilize up to 12 work weeks of child bonding leave within the first year of the birth or placement of a foster or adoptive child as provided by the California Family Rights Act (CFRA).

12.4.1.1 Pursuant to Education Code Section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12-week child bonding leave, s/he shall be entitled to differential pay or 50% of the employees' regular salary whichever is greater as defined in Education Code Section 44977.5 for the balance of the 12-week period.

The district will provide a copy of Ed Code 44977.5 for clarification when questions arise concerning this type of leave.

12.5 Industrial Accident and Illness Leave

12.5.1 Unit members shall be eligible for a leave of absence because of industrial accident or illness arising out of a claim which the District's insurance carrier determines to be valid or which is recognized as compensable after adjudication under the Workers' Compensation statutes.

Industrial illness and accident leave is to be used in lieu of sick leave. Upon submission of a claim, the unit member shall, as soon as physically possible, perform all appropriate actions necessary to file for Workers' Compensation, disability, or any other financial support.

12.5.2 Allowable leaves shall be for not more than one period of sixty (60) work days in any one fiscal year for the same accident and shall commence with the first day of absence.

12.5.3 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

12.5.4 Unit members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.

12.5.5 If a unit member is receiving a temporary disability indemnity, the unit member shall be entitled to utilize only so much of his/her sick leave and vacation leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than a full day's wages or salary. The District, in turn, shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.

12.5.6 The District may require, from time to time, a written statement from the unit member's physician verifying a unit member's absence under this leave and his/her ability to return to work, or verifying the continued illness or inability to work due to an accident. The District may require a written statement from the unit member's physician certifying medical permission to return to service at the end of this leave.

12.5.7 Leave of absence under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award or other compensation from any other source paid to the unit member.

12.6 Jury Duty Leave

A unit member is entitled to a leave to appear for jury duty. A unit member shall receive the regular pay, less any amount received for jury duty, exclusive of allowed travel and meal expense. A unit member shall endorse over in favor of the district all compensation received for jury duty except travel and meal expenses. This Section 12.6 is not applicable to service on a grand jury. Unit members shall provide proof of service with the date(s) shown when serving on Jury Duty (provide notice from the court as proof).

12.7 Personal Necessity Leave

12.7.1 Unit members may use accumulated Sick Leave for Personal Necessity Leave as specified in this article.

12.7.2 Personal Necessity Leave shall be taken in minimum increments of one-half (1/2) days.

12.7.3 No advance permission is necessary to take Personal Necessity Leave for the following conditions/circumstances; and the unit member shall notify the site administrator as soon as possible prior to taking such leave.

12.7.3.1 Imminent danger to the home of the unit member which reasonably requires the attention of the unit member during duty hours.

12.7.3.2 Accident or injury involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, of sufficient emergency nature to require the unit member's attention during duty hours.

12.7.3.3 Serious or critical illness, or death of a member of the unit member's immediate family requiring the immediate presence of the unit member during duty hours.

12.7.3.4 The birth of a grandchild.

12.7.3.5 Attendance at the funeral of a friend.

12.7.4 Personal Necessity Leave may be used for appearance in court as a litigant or as a witness under official order if forty-eight (48) hours' notice to the site administrator or designee is provided prior to taking such leave.

12.7.5 Personal Necessity Leave may be used for circumstances which cannot reasonably be disregarded and which require the immediate personal attention of the unit member during duty hours if forty-eight (48) hours advance notice is provided to the site administrator or designee, except in unforeseeable and emergency circumstances when such notice may be waived by the site administrator.

12.8 Personal Leave

12.8.1 Unit members shall be eligible to use three (3) days for which reasons will not be required. Personal days will be deducted from accumulated sick leave.

12.9 Bereavement Leave

12.9.1 Unit members shall be entitled to five (5) days leave of absence without loss of salary for the death of any member of the unit member's immediate family as defined in Section 12.9.3.

12.9.2 If travel of more than three hundred (300) miles one way is required, a unit member shall be entitled to two (2) additional days paid Bereavement Leave.

12.9.3 Member of the "immediate family" is defined as the mother, mother-in-law, father, father-in-law, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, or sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

12.10 Leave of Absence

Members that are on a one-year Leave of Absence shall notify the District by February 1st of whether they will return or not for the succeeding year. Upon returning from a Leave of Absence, a unit member is guaranteed a position but is not guaranteed the same assignment they had prior to the leave being granted.

12.11 Association Leave

12.11.1 The Association President or other unit members designated by the president shall be permitted released time up to a maximum of eight days per school year for the purpose of conducting business or legal obligations of the Association.

12.11.2 The Association shall be permitted release time for up to six members to attend Regional conferences. The cost of substitutes will be paid by the Association.

ARTICLE XIII

TRANSFER AND REASSIGNMENT

13.1 A reassignment is the change in teaching assignment from one grade to another. A transfer is the movement of a unit member between schools. A transfer and reassignment can occur at the same time, but may not always be concurrent.

13.2 A voluntary transfer/reassignment occurs when a unit member requests a transfer/ reassignment which is granted by the District. A unit member may request a reassignment on the "Request for Reassignment" form attached hereto as Appendix "D".

13.3 An involuntary transfer/reassignment occurs when a unit member is transferred/reassigned without his or her consent. The unit member who is involuntarily transferred/reassigned shall be given the opportunity to discuss the reasons for the transfer/reassignment with the Principal and/or Superintendent. A unit member shall not be involuntarily transferred/reassigned more than twice within a five-year period of time. A school closure or opening transfer does not constitute a move within the five-year period.

13.4 Notice of vacancies for classroom teachers for the succeeding school year shall be emailed and posted for five (5) days in the faculty rooms at each school as soon as such vacancies are confirmed.

13.5 The District will notify unit members of their tentative assignments by the last working day in June.

13.6 The District will review and consider unit member "Request for Transfer/ Reassignment" forms when filling vacant positions based on the following criteria:

13.6.1 The educational needs of the pupils and the program needs of the District.

13.6.2 The unit member's training experience and rationale for the request.

13.6.3 Grade level seniority - years of experience at a specific grade level.

13.6.4 Seniority - first day of paid service.

13.7 If a unit member is transferred/reassigned (or moved from one room to another) between the third day prior to the first pupil attendance day and the last pupil attendance day, the District shall provide the unit member with four (4) days of released time, for the purpose of moving, room preparation and lesson planning. If the move occurs over the summer the unit member will be paid \$500 for the move.

13.8 When no move is requested by the district but a unit member requests to move there is no compensation due to the unit member.

ARTICLE XIV

EVALUATIONS AND PERSONNEL FILES

14.1 Evaluation Procedures

14.1.1 The District retains responsibility for the evaluation and assessment of performance of each unit member, subject to the following procedural requirements. No grievance arising under this Article shall challenge the content of the evaluation. Any grievance shall be limited to a claim that the following procedures have been violated.

14.1.2 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

Evaluations shall be done in the following years of service in the district:

1 2 4 6 8 10 13 16 19 24 29 34

If a unit member is scheduled to be evaluated, but has been granted a leave of absence of one (1) semester or longer, such evaluation may take place during that school year or, upon the mutual consent of the unit member and the District, may take place during the next school year.

14.1.3 Prior to September 15 (or), the unit member and the prime evaluator shall meet to discuss the criteria for evaluation under Education Code Section 44662. The first evaluation must be completed by December 15th. In the event agreement upon the elements of the evaluation cannot be reached, the matter shall be referred to the Superintendent or designee for final resolution.

14.1.5 The unit member may prepare a written response to the evaluation, and said response shall be attached to the evaluation and placed in the unit member's personnel file as described in Education Code Section 44663.

14.1.6 The final written evaluation of a unit member shall be in writing and a copy shall be given to the unit member at the time of the final evaluation conference which shall occur thirty days before the last school day.

14.1.7 The District shall comply with Education Code Section 44664 and provide recommendations as appropriate in areas of needed improvement. Any permanent unit member who has received an unsatisfactory evaluation shall be annually evaluated until the unit member receives a satisfactory evaluation. Any person receiving an overall unsatisfactory evaluation will not advance on the salary schedule for that year.

14.1.8 A minimum of four (4) observations will take place per school year.

14.2 Personnel Files- The official personnel file for each unit member shall be maintained in the District. All materials placed in a unit member's personnel file must be dated and signed by the contributor.

14.2.1 A unit member may inspect and make one copy of material in his/her personnel file that may serve as a basis for affecting the status of his/her employment except materials which:

- a) were obtained prior to employment
- b) were prepared by identifiable committee members, or
- c) were obtained in connection with a promotional examination.

Such examination must take place during normal business hours of the District Office at such times other than when the unit member is required to render service. Such inspection shall take place under supervision of a designee of the Superintendent. The unit member may have a representative present during such inspection of materials in his/her personnel file.

14.2.2 Information of a derogatory nature, except material excepted above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to attach his/her own comments to any derogatory statement. The review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. Such review, except as otherwise approved by the Principal, shall take place at times when the unit member is not assigned to instruction or student supervision activities.

ARTICLE XV

SALARY SCHEDULE PLACEMENT AND ADVANCEMENT

15.1 Unit credit for salary placement and advancement shall be granted for completion of a degree or course work from a college or university accredited by the Western Association of Schools and Colleges, or its affiliates.

15.2 In order for courses to qualify for salary advancement, all courses must be approved in writing by the Superintendent prior to or within five (5) days of enrollment in the course work. The Superintendent has three (3) days to approve or deny the units after complete submission of the paperwork. If units are not approved by the Superintendent, the unit member can appeal to the unit's committee within five (5) days of denial. The committee is composed of two (2) unit members (one-unit member selected from each school by the Association) and two (2) administrators. The committee shall meet when necessary during the pupil attendance year. At least two (2) teachers and two (2) administrators must meet to constitute a meeting of the Unit Committee. The unit value earned shall be the unit value assigned by the college or university.

15.3 It is the unit member's responsibility to demonstrate the requested units to be of educational value in the unit member's assignments. A course description with unit value determined by college or university must be submitted prior to approval.

15.4 Credit will not be awarded for courses which are duplicative, repetitious, or substantially similar to courses taken previously by the unit member.

15.5 If a unit member attends a district approved workshop, class, meeting, or course held during school hours and the district pays the registration fees, credits can be paid for and obtained by unit members if preapproved as specified in Section 15.2. A total of six (6) units can be earned in one school year at any district sponsored workshop, class, meeting or course.

15.6 Credit on the salary schedule will only be awarded for units taken after receipt of the Bachelor's Degree.

15.7 Unit members must provide the District with written proof of satisfactory completion of the units necessary to change columns or receive career increment steps on the salary schedule prior to September 30 of the current school year for advancement to occur during the current school year. Exceptions to this date may be granted by the Unit Committee. Satisfactory completion means a grade of "C" or better in a graded course, "pass" in pass/fail course, and "credit" in a credit/no credit course.

15.8 Unit members will be given credit on a year for year basis up to a maximum of twelve (12) years of previous teaching experience with placement on the salary schedule no higher than Step 12, provided that:

15.8.1 All experience shall be verified to the satisfaction of the District.

15.8.2 The previous teaching was full-time for at least one hundred thirty (130) days per school year.

15.8.3 The previous teaching occurred after the unit member received a California clear credential (or its equivalent from another state).

15.9 Unit members must render full-time service to the District for 75% or more of the pupil attendance days each school year in order to receive one (1) year of credit for placement on the salary schedule. Unit members will only advance on the salary schedule at the beginning of each school year. Unit members may only advance one column on the salary schedule per year.

15.10 Calculations on part-time employment shall be based on a seven (7) hour work day constituting a fulltime day. Unit members who work less than a full-time day will receive credit on the salary schedule as follows:

15.10.1 Unit members working 5 1/4 hours or more per day will receive the same credit as full-time unit members.

15.10.2 Unit members working 3 1/2 hours per day up to but not including 5 1/4 hours per day will receive 1/2-year credit for each year of service.

15.10.3 Unit members working 1 3/4 hours per day up to but not including 3 1/2 hours per day will receive 1/4-year credit for each year of service.

15.10.4 Unit members working less than 1 3/4 hours per day will receive no credit for such service.

15.10.5 Movement on the salary schedule will occur when a unit member has accrued one (1) year of credit for movement on the salary schedule based upon addition of the above fractions.

15.11 Interns who are not fully credentialed will be placed on Step A1 of the certificated salary schedule and will REMAIN there until they have completed one full year of service as a fully credentialed teacher. This means there is no movement on the salary schedule for an intern until they complete their credential and work under that credential for a year on Step A1. At that point, they become eligible to advance on their salary schedule like any other credentialed employee.

ARTICLE XVI

COMPENSATION

16.1 Wages

16.1.1 The salary schedule in effect during any school year shall remain in effect, without modification, for that school year.

16.1.2 Unit members who are less than full-time shall be paid prorated wages as provided for in Appendix "F" of this Agreement.

16.2 Prep Period Compensation- Teachers who voluntarily give up their prep to substitute for another teacher when requested by administration to do so will be paid \$35 for the period. If administration must use prep periods to cover in an emergency or other extenuating situations, teachers will be compensated \$35 for the period.

16.3 IEP/SST/504 - As stated under Prep Compensation, if prep period is used for an IEP/SST/504 meeting, the teacher will be compensated \$35. If an IEP/SST/504 meeting takes place after normal contractual work hours, the teacher will be compensated \$35. Teachers are responsible for providing any requested information for these meetings.

16.4 Independent Study- Teachers that prepare assignments and associated work for independent studies up to a two-week period will receive compensation. Self-contained (TK-5) teachers will receive \$90 upon collecting and grading student's completed work. Teachers at the Junior High (6-8) level will receive \$15 per subject/class upon collecting and grading student's completed work. A form will be required for grades 6-8. Teachers will make the effort of at least 3 phone calls upon not receiving students' work.

16.5 Insurance Coverages

16.5.1 The maximum annual District insurance premium contribution shall be \$11,500. The maximum annual District insurance premium contribution shall be subject to negotiations for subsequent school years.

16.5.2 If at any time the combined insurance premiums for medical, dental, and vision insurance exceeds \$11,500 per year for each eligible unit member, then all amounts in excess thereof shall be

paid by the employee, monthly, by automatic payroll withdrawal, i.e., the District shall deduct from the monthly paychecks for unit members all amounts in excess of \$11,500 per year and shall pay same to the insurer, broker or other payee as appropriate.

16.5.3 In the event that (1) fees, (2) assessments, (3) buy out, termination, exit costs, charges or expenses or (4) any other charges are charged to the District by the insurer, broker, or insurance plan or program as a result of any material change of insurance within the scope of negotiation, then responsibility for payment of such sums shall be negotiated prior to any such change.

16.6 Full-time unit members shall be entitled to receive the above-described insurance benefit contributions. The above-described maximum monthly insurance premiums shall be prorated for part-time unit members except those who are employed for less than half-time, who shall not be eligible to receive any insurance contribution or coverage. The annual maximum insurance premium shall be prorated monthly for part-time unit members.

16.7 Automobile Mileage Expense Reimbursement

A unit member who is authorized in advance to use the unit member's personal automobile in the performance of duties shall be reimbursed at the IRS mileage rate per mile. To be eligible for such mileage reimbursement, a unit member must follow District approval and claim procedures. For purposes of this provision only, every unit member will have a work site designated by the District.

16.8 The District will provide Life Insurance and Income Protection for full time unit members. The District reserves the right to change providers as long as a substantially similar amount of benefits continue to be provided.

ARTICLE XVII

SUMMER SCHOOL/TUTORING

17.1 The District shall fund summer school/tutoring positions as set forth in Appendix "C".

17.2 Unit members shall be selected to teach summer school/tutoring according to the following criteria:

17.2.1 The District shall select from among current permanent unit member applicants.

17.2.2 If there are more permanent unit member applicants than there are positions available, then permanent unit members who meet the criteria for the assignment shall be selected.

17.2.3 The District may select from among current probationary unit member applicants if there are not enough permanent unit member applicants.

17.2.4 The District may select from other applicants at its discretion if there are not enough permanent or probationary unit member applicants.

ARTICLE XVIII

LAYOFF PROCEDURES

18.1 If a legal basis exists to layoff unit members, and if the Superintendent recommends to the Board of Trustees that unit members should be laid off, the Superintendent shall notify the Association President prior to meeting with and informing unit members who may be laid off.

18.2 The District shall provide to the Association President a seniority list noting the affected unit members.

18.3 Seniority is determined by the unit member's initial date of paid service for the District.

18.4 Criteria for Layoffs:

18.4.1 Seniority is determined pursuant to Education Code 44845.

18.4.2 The criteria and numerical scale to determine the order of termination of probationary and permanent employees having the same first day of paid probationary service shall be the following. Each criteria level is evaluated separately and the member with the most points determined per level is exempt from further criteria level calculations. Those who remain tied will be evaluated on the next criteria level. This will continue through Criteria Levels 1-3 until a clear ranking is determined.

18.4.2.1 Criteria Level 1: Professional Preparation:

Each Clear Teaching Credential	3 points
Each Master's Degree	2 points
Each Supplemental Authorization	1 point

18.4.2.2 Criteria Level 2: Experience

Each year of out-of-district public school experience up to five years as a certificated employee will be equal to 1 point per year (Maximum 5 years)

18.4.2.3 Criteria Level 3: Specialized Training without Master's Degree:

Column A placement on Salary Schedule	0 points
Column B placement on Salary Schedule	½ points
Column C placement on Salary Schedule	1 point
Column D placement on Salary Schedule	1-1/2 points

18.4.3 If there is a tie after application of the criteria in paragraphs of Section 18.4.2, the tie break will be determined by a lottery, for example, a coin toss or drawing of straws.

18.4.4 The Cottonwood Teachers' Association President and the employees involved in the tie break shall be present when the tie break is determined. An updated seniority list shall be distributed to all unit members by October 1 of each year.

18.4.5 When two or more certificated employees render paid service to the district on the same date, the order of termination shall be based upon the number of points earned by the application of the criteria set forth in Section 18.4.2 above. Employees with the fewest points shall be terminated before employees with more points.

18.4.6 If a unit member is assigned to a non-bargaining unit position with the District, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.

18.4.7 The District shall annually furnish the Association with a current seniority list. The District shall update the list as needed or requested by the Association.

18.5 A unit member who is laid off from employment shall receive the following benefits:

18.5.1 The laid off unit member may use up to two days of District paid leave for the purpose of participating in verifiable job interviews to secure other employment. The unit member shall give the District notice at least three days in advance thereof unless the District waives this requirement.

18.5.2 A unit member who is laid off shall be entitled to continued enrollment in any health and welfare plan offered by the District to unit members. The unit member shall continue to receive, through September, the medical and health insurance benefits currently awarded to full-time certificated employees. Thereafter, the unit member may continue to pay for said coverage under COBRA, provided they are eligible per the insurance carrier.

18.5.3 A laid off unit member will be offered re-employment as required by law.

18.5.4 The District Superintendent or designee may meet with unit members to be laid off and discuss the execution by them of a "layoff agreement" as part of the formal layoff process and layoff hearings, provided the District Superintendent gives a copy of the proposed layoff agreement to the Association President prior to meeting with any unit member. Upon request of the employee, an Association representative may be present during such meetings.

18.6 The provisions of this article shall not limit the rights of unit members to re-employment as provided by law.

ARTICLE XIX

RETIREMENT

19.1 With the approval of the insurance carrier(s), a retired unit member is eligible to continue individual coverage by the District's medical, dental and/or vision insurance carrier(s) for a period of up to five (5) years, but not to continue past Medicare age. Said coverage will be paid for by the District, is subject to the then existing rules and regulations of such carrier(s), and is subject to the approval of such carrier(s). To be eligible

for retiree benefits, a unit member must have provided at least ten (10) years of full-time service within the district. The maximum annual District payment for such medical, dental and/or vision insurance, per year, is \$7,475 per qualified retired unit member.

19.2 With the approval of the insurance carrier(s), a retired unit member may elect to continue coverage for their spouse under the District's medical, dental, and/or vision carrier(s) for the same period of time that the retired unit member remains covered under such plans. Said coverage will be paid for by the retired unit member, is subject to the then existing rules and regulations of such carrier(s), and is subject to the approval of such carrier(s).

19.3 Unit members who have retired from employment with the District and have elected to continue coverage, (for themselves or their spouse), by the District's medical, dental and/or vision insurance may continue such coverage provided that the retired unit member pays, in advance to the District, all premiums due for such insurance. If the unit member fails to make timely payments to the District on any two occasions

within any twenty-four (24) months, then such insurance may be terminated at the option of the District upon thirty (30) days-notice to the unit member. Such continued insurance coverage shall be provided only upon the approval of the insurance broker or carrier, and only in accordance with the rules and regulations of said insurance broker or carrier. In the event the District obtains insurance for unit members through another insurance carrier or broker, then the retired unit member may or may not be able to continue such insurance coverage depending upon the rules and regulations of the new insurance carrier or broker. Neither the District nor the Association is under any obligation to continue to obtain insurance from the same broker or carrier. The broker or carrier may be changed, at any time, without the approval of the retired unit members even if the new broker or carrier will not provide such coverage to the retired unit member. In the event such change results in the new broker or carrier not providing such coverage to the retired unit member, then such insurance coverage for the retired unit member shall terminate, and it shall not be the obligation of the Association or the District to provide continued insurance coverage to the retired unit member.

ARTICLE XX

SAVINGS

20.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction or by an enactment of law by the State, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue and will be applied in full force and effect.

20.2 In the event that any rule, regulation, statute or law, enacted or adopted by the Federal or State legislature or any final decision of the Public Employment Relations Board or final decision of a court affects, modifies, declares invalid, adds to or subtracts from the provisions of this Agreement, the parties shall meet and negotiate the affect and impact thereof.

ARTICLE XXI

EMERGENCY PROVISION

The District retains its tights to amend, modify or rescind policies, practices and provisions referred to herein in this Agreement in the event of an emergency for the duration of the emergency. An "emergency" is defined as a natural or man-made disaster, act of God, war, fire, or other serious occurrence beyond the control of the District which interferes with the normal operations of the District. If the emergency lasts more than three (3) working days, the District and the Association shall meet to discuss how to meet the emergency.

ARTICLE XXII

TERM

This Agreement shall commence July 1, 2019, and remain in full force and effect up through June 30, 2022, and shall continue in effect thereafter year by year unless one of the parties notifies the other in writing not later than March 31 of the current year, of its request to modify, amend, or terminate the Agreement for the following year.

EDUCATION CODE - EDC**TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 65001]***(Title 2 enacted by Stats. 1976, Ch. 1010.)***DIVISION 3. LOCAL ADMINISTRATION [35000 - 45500]***(Division 3 enacted by Stats. 1976, Ch. 1010.)***PART 25. EMPLOYEES [44000 - 45500]***(Part 25 enacted by Stats. 1976, Ch. 1010.)***CHAPTER 4. Employment—Certificated Employees [44800 - 45061.5]***(Chapter 4 enacted by Stats. 1976, Ch. 1010.)***ARTICLE 3. Resignations, Dismissals, and Leaves of Absence [44930 - 44988]***(Article 3 enacted by Stats. 1976, Ch. 1010.)***44977.**

(a) During each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee.

(b) For purposes of subdivision (a):

(1) The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

(2) An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

(c) The governing board of every school district shall adopt a salary schedule for substitute employees. The salary schedule shall indicate a salary for a substitute for all categories or classes of certificated employees of the district.

(d) Excepting in a district the governing board of which has adopted a salary schedule for substitute employees of the district, the amount paid the substitute employee during any month shall be less than the salary due the employee absent from his or her duties.

(e) When a person employed in a position requiring certification qualifications is absent from his or her duties on account of illness for a period of more than five school months, or when a person is absent from his or her duties for a cause other than illness, the amount deducted from the salary due him or her for the month in which the absence occurs shall be determined according to the rules and regulations established by the governing board of the district. The rules and regulations shall not conflict with rules and regulations of the State Board of Education.

(f) Nothing in this section shall be construed so as to deprive any district, city, or city and county of the right to make any reasonable rule for the regulation of accident or sick leave or cumulative accident or sick leave without loss of salary for persons acquiring certification qualifications.

(g) This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the governing board of the employing district.

(Amended by Stats. 1998, Ch. 30, Sec. 1, Effective January 1, 1999.)

2022/23

COTTONWOOD UNION SCHOOL DISTRICT
20512 West First Street
Cottonwood, CA 96022

APPENDIX "A"

REIMBURSEMENT REQUEST FORM

Name _____

North Cottonwood
West Cottonwood

Date Submitted _____

	<u>Vendor Name</u>	<u>Item Description Purchase/Use</u>	<u>Cost</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Signature _____

TOTAL _____

If this form and proper receipts are submitted to the District Office by February 1st of each year, the unit member may be reimbursed up to \$350 in one school year.

Note: ONLY Original receipts must accompany this form to the District Office for reimbursement. Copies are no longer needed. Supplies for the current year MUST be purchased between 7/1/2022 and 6/09/2022. All reimbursements must be processed within the SAME school year as purchased. Requests must be turned in to the District Office by your last working day of the year, with receipts attached to an 8x11 sheet of paper, in order to be reimbursed.

Cottonwood Union School District

School Calendar 2022-23

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	▲▲	▲	17	18	19
20	21	22	23	★	25	26
27	28	29	30	★		

11/17

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	★	8	9	10
11	12	13	★	15	16	17
18	19	20	★	22	23	24
25	26	27	★	29	30	

21/32

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	★	6	7	8
9	10	11	★	13	14	15
16	17	18	★	20	22	22
23	24	25	★	27	28	29
30	31					

21/53

November 2022						
S	M	T	W	T	F	S
		★	★	★	★	5
6	7	8	★	10	11	12
13	14	15	★	17	18	19
20	21	22	23	24	25	26
27	28	29	★			

16/69

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	★	8	9	10
11	12	13	14	15	★	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12/81

School starts Aug. 17
 School ends June 8

STAFF WORK DAYS

All Staff: August 16
 Teachers: Aug. 15, Jan 3

HOLIDAYS/RECESSES

Labor Day Sept. 5
 Veteran's Day Nov. 11
 Thanksgiving Break Nov. 21-25
 Winter Break Dec. 19 – Jan 3
 Martin Luther King Day Jan. 16
 President's Day/ Lincoln's Day Feb. 20-24
 Spring Break April 3-10
 Memorial Day May 29

MINIMUM DAYS

School dismissed West 1:00
 North 1:15

Collaboration Days

Aug 24, 31 Sept. 7, 14, 21, 28
 Oct. 5, 12, 19, 26 Nov 9, 16, 30
 Dec. 7 Jan. 4, 11, 18, 25
 Feb. 1, 8, 15, Mar 1, 8, 15, 22, 29
 Apr. 12, 19, 26 May. 4, 10, 31

Parent Conferences- Nov. 1-4
 Day Before Winter Break- Dec. 16
 West open House- May 17
 North Open House- May 24
 Last Day of School- June 8

State Testing May 1-12

WEST QUARTER ENDING DATES

1st Quarter (47) Oct. 21
 2nd Quarter (46) Jan 20
 3rd Quarter (45) March 31
 4th Quarter (42) June 8
 180

NORTH TRIMESTER ENDING DATES

1st Trimester (47) Oct 21th
 2nd Trimester (66) Feb 17th
 3rd Trimester (67) Jun 8th
 180

Emergency Makeup Days

April 17 (If Needed)
 June 9 (If Needed)

January 2023						
S	M	T	W	T	F	S
1	2	▲▲	★	5	6	7
8	9	10	★	12	13	14
15	16	17	★	19	21	21
22	23	24	★	26	27	28
29	30	31				

19/100

February 2023						
S	M	T	W	T	F	S
			★	2	3	4
5	6	7	★	9	10	11
12	13	14	★	16	18	18
19	20	21	22	23	24	25
26	27	28				

15/115

March 2023						
S	M	T	W	T	F	S
			★	2	3	4
5	6	7	★	9	10	11
12	13	14	★	16	17	18
19	20	21	★	23	24	25
26	27	28	★	30	31	31

23/138

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	★	13	14	15
16	17	18	★	20	21	22
23	24	25	★	27	28	29
30						

14/152

May 2023						
S	M	T	W	T	F	S
	1	2	★	4	5	6
7	8	9	★	11	12	13
14	15	16	★	18	19	20
21	22	23	★	25	26	27
28	29	30	★			

22/174

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	★	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

6/180

Cottonwood Union School District
20512 West First Street
Cottonwood, CA 96022

EXTRA DUTY STIPENDS

APPENDIX "C"

PERCENTAGE/ STIPEND

Athletic Director	\$2,450
Cheerleading Advisor	\$2,000
Soccer Coach	\$2,000
Asst. Soccer Coach	\$1,550
Volleyball (7 th)	\$2,000
Volleyball (8 th)	\$2,000
Girls Basketball (8 th)	\$2,000
Girls Basketball (7 th)	\$2,000
Girls Basketball (6 th)	\$1,550
Girls Basketball (5 th)	\$1,100
Boys Basketball (8 th)	\$2,000
Boys Basketball (7 th)	\$2,000
Boys Basketball (6 th)	\$1,550
Boys Basketball (5 th)	\$1,100
Girls Softball (7 th & 8 th)	\$2,000
Boys baseball (7 th & 8 th)	\$2,000
Head Cross Country Coach	\$2,000
Asst. Cross Country Coach (As Needed)	\$1,550
Head Track Coach	\$2,000
Asst. Track Coach	\$1,550
Running Club Coach	\$1,100
Activities Director	\$2,450
Yearbook Advisor (West)	\$2,450
Yearbook Advisor (North)	\$2,000
Intramural Sports	\$2,000/year
Summer School/ Tutoring Teacher	\$35/hour

DISTRICT LEVEL

Special Education Coordinator	\$5,000/year
Technology Trainer	\$1,500/site/ year
EL Coordinator	\$2,000/year
Homeless/Foster Coordinator	\$1,500/year

After four years of service in an extra duty position, if the unit member serves a fifth year, the stipend shall be increased by \$250. An additional \$250 increase will be added to the stipend on the tenth year of service in an extra duty position.

The Extra Duty Stipends Schedule, Appendix "C" will be re-evaluated every 3 years or upon salary negotiations.

REQUEST FOR TRANSFER/ REASSIGNMENT

1. Name _____
2. I hereby request a transfer in my teaching assignment from my assignment in
Grade _____ to Grade _____.
3. If departmentalized, please specify your field: _____
4. Date _____

Signature _____

2022-2023
Salary Schedule
COTTONWOOD UNION SCHOOL DISTRICT

STEP	COLUMN A BA+ 30-44 UNITS	COLUMN B BA+ 45-59 UNITS	COLUMN C BA+ 60 UNITS	COLUMN D BA+ 75 UNITS
1	\$49,380.73	\$50,106.90	\$50,833.10	\$51,559.28
2	\$50,761.50	\$51,805.39	\$52,849.92	\$53,894.46
3	\$52,142.28	\$53,503.86	\$55,415.40	\$57,326.97
4	\$54,058.30	\$55,754.38	\$57,452.41	\$59,150.44
5	\$56,551.88	\$58,256.36	\$59,964.73	\$61,673.11
6	\$58,777.81	\$60,482.30	\$62,188.71	\$63,895.12
7	\$61,003.76	\$62,708.26	\$64,414.66	\$66,121.11
8	\$63,227.50	\$64,934.18	\$66,640.63	\$68,347.09
9	\$65,455.66	\$67,160.15	\$68,866.60	\$70,573.05
10	\$67,679.64	\$69,384.18	\$71,090.56	\$72,796.98
11	\$69,904.45	\$71,608.93	\$73,315.39	\$75,021.84
12	\$72,449.03	\$74,161.09	\$76,626.74	\$79,092.40
13	\$72,449.03	\$74,161.09	\$76,626.74	\$79,092.40
14	\$74,494.60	\$76,206.62	\$78,672.31	\$81,137.95
15	\$74,494.60	\$76,206.62	\$78,672.31	\$81,137.95
16	\$76,540.16	\$78,252.19	\$80,717.86	\$83,183.52
17	\$76,540.16	\$78,252.19	\$80,717.86	\$83,183.52
18	\$78,585.73	\$80,297.75	\$82,763.41	\$85,229.08
19	\$78,585.73	\$80,297.75	\$82,763.41	\$85,229.08
20	\$80,631.27	\$82,343.30	\$84,808.97	\$87,274.63
21	\$80,631.27	\$82,343.30	\$84,808.97	\$87,274.63
22	\$80,631.27	\$84,388.86	\$86,854.53	\$89,320.18
23	\$80,631.27	\$84,388.86	\$86,854.53	\$89,320.18
24	\$80,631.27	\$84,388.86	\$86,854.53	\$89,320.18
25	\$80,631.27	\$86,798.09	\$89,263.77	\$91,729.41

Additional \$2000 per year awarded for Master's Degree.
5% Added in 2022/2023

Approved 5/17/2022

Cottonwood Union School District

Job Share Assignment Proposal

APPENDIX "F"

Name of job share participants: _____

Names:	%FTE:	Requested Grade Level:	School Year:
_____	_____	_____	_____
_____	_____	_____	_____

Attached to this cover sheet please submit a proposed work year calendar and your plan, which shall address the following areas:

1. Describe how full responsibility would be assumed by the job share teachers for the following non-teaching duties:
 - Faculty meetings
 - Parent conferences
 - Back-To-School Night and Open House
 - Yard, recess and bus duty
 - Department, curriculum and articulation meetings
 - Legally mandated activities, including but not limited to IEP, SST and 504 meetings, WASC and PQR activities
2. Describe how you would provide consistency for students in classroom management, discipline, curriculum and instruction.
3. Describe how you would address classroom organizational responsibilities such as report cards, grading, parent communication and involvement, volunteers, classroom budget, curricular materials and physical environment.
4. Describe how ongoing joint planning and communication would take place.

Date: _____

Submitted by: _____

___ Recommended

___ Not Recommended

Principal's Signature

Please be aware that if two employees are returning from a job share at the same time, the employee with greater seniority shall be placed at the current job site first. The remaining job share partner shall be considered for vacancies in accordance with the order of eligibility outlined in Article XIII, (13.6). Both job share participants shall attend all Staff Development Days. Please be aware that earlier applications are more likely to be recommended by the principal.

**BEFORE THE GOVERNING BOARD OF THE
COTTONWOOD UNION ELEMENTARY SCHOOL DISTRICT
SHASTA COUNTY, CALIFORNIA**

RESOLUTION NO. 2022-14

RESOLUTION APPROVING AN ENERGY SERVICE CONTRACT

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, California Government Code section 4217.12 et seq., authorizes public agencies to enter into energy service contracts, facility financing contracts and related agreements to implement the State's conservation and alternative energy supply source policy; and

WHEREAS, the Cottonwood Union Elementary School District ("District") desires to implement conservation measures and/or identify alternative energy supply sources to reduce the steadily rising costs of meeting the energy needs at its facilities; and

WHEREAS, the District received proposals from K12 Energy Solutions, to enter into an agreement to construct and install solar photovoltaic systems and/or other energy conservation measures; and

WHEREAS, the District proposes to enter into an energy services agreement and related contract documents in substantially final form of which a working draft is attached hereto as Exhibit A ("Energy Services Contract") with K12 Energy Solutions (hereinafter referred to as "Contractor"), pursuant to which Contractor will construct, and install solar panels as described in the Exhibit B documents at school sites throughout the District, including both North Cottonwood School and West Cottonwood School, certain energy saving improvements consisting of solar photovoltaic facilities and/or other energy conservation measures and arrange with the local utility for interconnection of the facilities which will generate energy for the sites on which such facilities are located (collectively, the "Projects" and individually, a "Project"); and

WHEREAS, documents showing the estimated savings the Projects will generate are attached hereto as Exhibit B, which is incorporated herein by this reference, and it appears that the anticipated cost to the District for the electrical energy provided by the Projects will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of the Projects; and

WHEREAS, pursuant to Government Code section 4217.12, the District is authorized to enter into an energy service contract on terms that the Board determines are in the best interests of the District if the determination is made following a public hearing, public notice of which is given two (2) weeks in advance, and the Board finds that the anticipated costs to the District for thermal or electrical energy or conservation services provided under the contract will be less than the anticipated marginal costs to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of purchases under the contract; and

WHEREAS, on August 2, 2022, the District posted notice of its intent to hold a public hearing to consider entering into an agreement under Section 4217.12 et seq. at a meeting to be held on August 16, 2022; and

WHEREAS, the Board held the public hearing on August 16, 2022; and

WHEREAS, the District's proposed approval of the Energy Services Agreement is a "project" for purposes of the California Environmental Quality Act ("CEQA") and the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 ("State CEQA Guidelines"), exempt certain projects from further CEQA evaluation; and

WHEREAS, the Project does not involve any of the exemptions described under State CEQA Guidelines section 15300.2 and so is eligible for a categorical exemption; and

WHEREAS, Public Resources Code section 21080.35 statutorily exempts from CEQA evaluation the installation of a solar energy system, including associated equipment, on the roof of an existing building or at an existing parking lot.

NOW, THEREFORE, based upon the above-referenced recitals, the Board hereby finds, determines, declares and orders as follows:

1. The terms of the Energy Services Contract, in the form attached hereto as Exhibit A, are in the best interests of the District and the Board hereby approves the Energy Services Contract in accordance with Government Code section 4217.12 upon final review and approval of legal counsel.
2. In accordance with Government Code section 4217.12, and based on data attached hereto as Exhibit B, the Board finds that the anticipated cost to the District for electrical energy provided by the Project under the Energy Services Contract will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases.
3. The District's Superintendent, Business Manager of the District, or either of their designee (each, an "Authorized Officer") are hereby authorized and directed to execute and deliver the Energy Services Contract upon final review and approval of legal counsel with any changes, insertions and omissions therein as may be approved by the officer who executes the contract, such approval to be conclusively evidenced by such execution and delivery of said contract. The Authorized Officers are further authorized and directed, if applicable, to execute

and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and said contract.

4. The Project is hereby found to be exempt from the requirements of CEQA pursuant to Public Resources Code sections 21084 and 21080.35 and State CEQA Guidelines sections 15061(b)(2), 15301, 15302, 15303, and 15311. A Notice of Exemption regarding the Project is hereby approved and the Superintendent (or his designee) is directed to file the Notice of Exemption, together with a certified copy of this Resolution, with the County Clerk in accordance with the terms of CEQA and its implementing regulations.

5. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was adopted at a meeting of the Governing Board of the Cottonwood Union Elementary School District on August 16, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Board President
Cottonwood Union Elementary School District

CERTIFIED TO BE A TRUE
AND CORRECT COPY:

Clerk
Cottonwood Union Elementary School District

EXHIBIT "A"

WORKING DRAFT COPY OF
ENERGY SERVICES CONTRACT



"PAY AS YOU GO" POWER PURCHASE AGREEMENT

Customer Name and Address ("You" or "you"):
Cottonwood Union School District

Installation Location ("Property"):
West Cottonwood School & Office
20512 1st street,
Cottonwood CA-96022,

Effective Date:
7/20/2022

Our Promise



We design, engineer, construct and connect to the utility's grid the solar system at your Property as described in Exhibit 2. A turnkey approach. We fund the System.



We maintain, and repair the System at no additional cost to you including inverter replacement.



We monitor the electricity generation with web-enabled monitoring at no additional cost.



The rate you pay us, exclusive of taxes, and the escalation is locked and will never change during the Term.



Solar panels include a 25 year production warranty. Our warranty covers defects in workmanship or defects in, or a breakdown of, materials or components for 25 years.

Key Terms

System Installation Cost to You

\$0

Electricity Rate per kWh

21.0¢

The price will increase annually by 2.9% ("Annual Electricity Escalator"). We estimate the System will generate during the first 12 months of operation 347,212 kWh.

Initial here _____

Agreement Term

25 years

Initial here _____

What is Included:

Design, engineering, permitting, installation, monitoring, rebate application and paperwork processing of the System.

Exclusions:

Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Property, or utility electrical infrastructure, light pole removal, concrete removal, hard rock drilling, replacement of service entry section/switchgear, payment bonds, performance bond(s), tree removal, or tree trimming ("Exclusions").

The price above does not account for the costs of any excluded tasks ("Exclusions"). If the Provider is required to include any Exclusions in order to construct the System, then the price will be increased and you will enter into an amendment to this PPA reflecting the increased price.

1. Introduction.

This Power Purchase Agreement (the "Power Purchase Agreement" or "PPA") is made between Cottonwood Union School District, California Public School District, ("Customer" or "you") and K12 Solar Inc., a Nevada company (together with its successors and assigns, "Provider" or "we"), and will apply beginning July 20th 2022 (the "Effective Date"); this PPA provides the terms and conditions of the sale to you of the power produced by the solar panel system (the "System") we will install at the Property. Provider agrees to sell to you, and you agree to buy from Provider, all of the power produced by the System. The System will be installed by Provider or its subcontractors at the Installation Location listed in the key terms section above (the "Property").

Provider provides you with a Limited Warranty and Guaranty (the "Limited Warranty"). The Limited Warranty is attached as Exhibit 1. By signing this Power Purchase Agreement you represent and warrant that (i) you are duly organized, validly existing and in good standing under the laws of the jurisdiction of your formation; (ii) the execution, delivery and performance of this PPA are within your powers, have been duly authorized by all necessary action, do not violate any of the terms and conditions in your governing documents, any contracts to which you are a party or any law applicable to you and do not require the consent of any third party; (iii) this PPA and each other document executed and delivered in accordance with this PPA constitutes your legally valid and binding obligation enforceable against you in accordance with its terms, subject to any state and federal laws and regulations applicable to the District as a California Public School District, bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court; (iv) you are acting for your own account, and have made your own independent decision to enter into this PPA, and are not relying upon the advice or recommendations of the other party in so doing; (v) you are capable of assessing the merits of and understanding the terms, conditions and risks of this PPA and understand and accept the same; and (vi) you understand that Provider, its affiliates and agents are not acting as a fiduciary for or an advisor to you or your affiliates.

By signing this Power Purchase Agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this PPA.

2. Term

Provider agrees to sell you the power generated by the System for a period equal to the Agreement Term listed in the key terms section, above. We refer to this period of time as the "Initial Term." The Initial Term begins on the Interconnection Date, and ends on the 25 year anniversary of the Interconnection Date or the termination of this PPA if it occurs earlier. The "Interconnection Date" is the earliest date that the System has received approval to operate from

the local utility, is turned on, and is generating power. Provider or its contractors or subcontractors will notify you when your System is ready to be turned on. The Initial Term plus any additional renewal terms (if any), as described in Section 21, is referred to as the "Term"; for the avoidance of doubt, the Term shall begin on the Interconnection Date and shall end at the expiration of the last of any renewal terms, or the termination of this PPA if it occurs earlier.

3. Power Purchase Agreement Payments; Amounts.

(a) PROMOTION. Provided you have not defaulted under this PPA, Provider agrees to waive Monthly Payments (as defined in Subsection 3(c)) for the first twelve (12) months of the Term and Monthly Payments will commence on the twelve-month anniversary of the commencement of the Term. All other provisions of this PPA shall apply during this promotional period.

(b) Power Price. You are purchasing all of the power the System produces. During the first year of the term, the power price is 21.0 cents per kWh. After the first year, the price per kWh will increase annually by 2.9% of the previous year's power price rate. There are no installation costs to you. "Power Price" means the given Power Price in any year of the Term.

(c) Payments. Your monthly payment ("Monthly Payment") is the product of the monthly output of the System in kWh and the Power Price. Each month after the first full calendar month following the Interconnection Date, we will send you an invoice via U.S. mail or email, detailing the output of the System for the prior month in kWh and the Monthly Payment. If you are paying your Monthly Payment by automatic debit from your bank account (ACH), we will debit your bank account on or about the 20th day of each month following the month of delivery of the electricity during the Term (e.g. debits for electricity delivered in January are made on February 20th). If you are not paying by automatic debit, your Monthly Payments will be due on the 20th day of each month, subject to any reasonable extensions required by the District to obtain authorization to pay, or to obtain and procure funding as required by law, and should be sent to the address below:

K12 Solar
Attention: Customer Service
4821 Golden Foothill Pkwy Suite 220
El Dorado Hills, CA 95762

(d) **Estimated Production.** If (i) the System is shut down for more than seven (7) full twenty-four (24) hour days cumulatively during any calendar year because of your actions, subject to (d)(ii); (ii) you take some action that significantly reduces the output of the System, not including any required or scheduled maintenance to District property, including but not limited to any emergency maintenance or repairs required to ensure the health and safety of the District's students or pupils and employees; or (iii) you don't trim your bushes or trees to avoid foliage growth from shading the System, or (iv) your System is not reporting production to Provider (e.g. you have disconnected the Internet connection or cellular function discussed in Section 4(a)(xi) below or such connection goes down on the reporting day), then Provider will reasonably estimate the amount of power that would have been delivered to you during such System or reporting outages or reduced production periods ("Estimated Production") and shall consider Estimated Production as actual production for purposes of this paragraph. In the first year of the Term, Estimated Production will be based on our production projections. If we bill you for Estimated Production because your System is not reporting production to Provider, and we subsequently determine that we have either overestimated or underestimated the actual production, then we will adjust the next bill downward (to refund overbilling) or upward (to make up for lost billing). You will not be charged for Estimated Production when the System is not producing electricity due to Provider's fault, or if it's due to grid failure, power outages, equipment failure or damage caused by someone other than you, including, but not limited to any natural disaster, unforeseeable event, or criminal act. PROVIDER DOES NOT WARRANT OR GUARANTEE THAT YOU WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING YOUR POWER FROM THE LOCAL UTILITY

way, prior work you have done on the Property that was not permitted);

- (v) not remove any markings or identification tags on the System;
- (vi) as set forth in Section 4(f)(i), permit Provider, its designees, affiliates, or financing parties, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (vii) not permit or allow to exist any condition or circumstance that would knowingly cause the System not to operate as intended at the Property, excluding any emergency maintenance or repairs required to ensure the health and safety of the District's students, pupils, faculty members, or employees;
- (viii) notify Provider if you think the System is damaged or appears unsafe; if any part of the System is stolen; and prior to changing your power supplier;
- (ix) return any documents we send you for signature (e.g. incentive claim forms) within seven (7) business days of receipt, unless additional time is required to obtain authorization from the District's governing body as required by law;
- (x) as set forth in Section 10, insure the System against all damage or loss unless that damage or loss is caused by Provider's gross negligence, willful misconduct, or fraud and acknowledge that upon damage or destruction to the System, you will not be entitled to receive or retain any insurance proceeds related expressly for the coverage of that System;
- (xi) maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) or if the service is available in your area, you may opt into utilizing a cellular function approved by Provider (applicable fees may apply);
- (xii) notify us of the placement of any liens, encumbrances or restrictions on the Property or of the intent to sell, transfer title to, mortgage or borrow against the Property; and.
- (xiii) limit the total aggregate balance of any debts secured by any liens or deeds of trust against the Property to the total balance outstanding of such debts as of the Effective Date.

Commented [A1]: JMB: K12 cannot be liable for regular negligence (which may include minor mistakes or errors).

4. Power Purchase Agreement Obligations

(a) System and Property Obligations

You agree to:

- (i) have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as needed to maintain optimal production;
- (iii) not modify the Property in a way that shades the System;
- (iv) be responsible for any conditions at the Property that affect the initial installation (e.g., blocking access to the roof, or removing a tree that is in the

(b) System Construction, Repair, Insurance and Provider's Obligations:

Provider agrees to:

- (i) schedule the installation of the System at a mutually convenient date and time;
- (ii) construct the System according to written plans which we will provide you for the District's consideration prior to submitting to the Division of the State Architect ("DSA"); ;
- (iii) clean up all areas related to or impacted by the installation and construction of the System;
- (iv) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- (v) comply with all laws, rules, and regulations applicable to California public schools and public works projects for the performance of any work, repairs, replacement, or maintenance on the System, including but not limited to public contracting, construction, prevailing wages, and limitations on work that may occur while students or pupils are on the premises

(c) Renovations or Repairs to the Property

If you want to make any repairs or improvements to the Property that could knowingly interfere with the System (such as repairing the roof where the System is located), you shall give prior written notice to Provider, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Provider the opportunity to advise you in making such repairs or improvements in a manner that avoids damage to the System, but notwithstanding any such advice, you shall be responsible for all damage to the System caused by you or your contractors. The requirement that prior notice be given to the Provider will not apply in emergency circumstances where the District must act immediately to ensure the health and safety of its students, pupils, faculty members or employees, or to prevent further damage to District property. To the extent that temporary disconnection or removal of the System is necessary to perform non-emergency repairs or improvements, such work and any replacement of the System shall be done by the Provider pursuant to the Limited Warranty and at your sole cost and expense, unless such work or repairs are required as the result of the Provider's gross negligence, in which case the Provider shall bear any and all cost. In such instances, any Provider performed repairs or replacement will not impact or implicate the estimated production calculations as set forth in Section 3(d).

(d) Late Charges

In addition to the other amounts you agree to pay in this Power Purchase Agreement, you agree to pay the following:

- (i) **Returned Check Fee:** \$20 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and
- (ii) **Late Payments:** A late charge of \$30 (or such lower amount as required by applicable law) shall be applied to any late payments not received within ten (10) business days after the date such payment is due, unless prior approval for the expenditure requires authorization from the District's governing body. If prior authorization of the District's governing body is required by law, notice will be given to Provider. Said notice shall include the date of any Board meeting and proposed resolution where such matters shall be determined, along with an estimated time for issuance of payment if so authorized by the governing body. At no time while the District is seeking approval will any late fees, charges or interest be accrued. Any amounts not paid by the applicable due date will also accrue interest at a rate equal to the lesser of twelve percent (12%) or the highest rate permitted under applicable law until paid in full.

Commented [A2]: If the board approved the ppa, why it would need further board approvals for the regular monthly payments?

- (iii) **Taxes:** Your Provider electricity rate of 21.0 cents per kWh is composed solely of an electricity rate of 2.9%. No state sales taxes are anticipated to be due with respect to your purchase of electricity pursuant to this PPA; however, you agree to pay any changes in the applicable taxes related to this PPA. Thus, if taxes are imposed or rates change, the amount you pay will change to reflect this rate change. If you exercise any of the purchase options set forth in this PPA, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy.

(e) No Alterations

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any non-emergency action that could potentially void the Limited Warranty on the System without Provider's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Provider's property.

(f) Access to the System

- (i) You grant to Provider, its financing parties, affiliates, employees, agents, contractors and subcontractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System or making any additions to

the System or installing complementary technologies on or about the location of the System; (B) enforcing Provider's, its financing parties or affiliates rights as to this Power Purchase Agreement and the System; (C) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System. This access right shall continue for up to one hundred eighty (180) days after this Power Purchase Agreement expires or is terminated to provide Provider with time to remove the System at the end of the Power Purchase Agreement. Provider shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable. The right of access will automatically terminate upon removal of the System.

- (ii) During the time that Provider has access rights you shall ensure that its access rights are preserved and shall not knowingly interfere with or permit any third party to interfere with such rights or access. Notwithstanding any provisions under the Uniform Commercial Code ("UCC") or any other law, you agree that Provider has the right to file or record any UCC-1 financing statement, fixture filing or other notice that confirms its interest in the System.
- (iii) Provider agrees to comply with all laws, rules, and regulations applicable to California public schools and public works projects for the performance of any work, repairs, replacement, or maintenance on the System, including but not limited to public contracting, construction, prevailing wages, and limitations on work that may occur while students or pupils are on the premises

(g) Indemnity

- (i) To the fullest extent permitted by law, the Parties shall mutually indemnify, defend, protect, save and hold harmless the other, its employees, officers, directors, agents, financing partners, affiliates, contractors, governing board, governing board members, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting

from the others' gross negligence or willful misconduct; provided, that nothing herein shall require the indemnifying party to indemnify the protected party for its own gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Power Purchase Agreement.

(h) Payments

YOU AGREE THAT THE OBLIGATION TO PAY ALL PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE, ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION, UNLESS TO DO SO WOULD VIOLATE ANY RULE, REGULATION OR LAW APPLICABLE TO YOU AS A CALIFORNIA PUBLIC SCHOOL DISTRICT, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS INCLUDING BY YOUR SUCCESSORS AND YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO GRANT A SECURITY INTEREST IN THE SYSTEM.

(i) Financial Condition

You agree to provide your most recent financial statements and such other information necessary in our sole discretion to review your financial condition. You further authorize Provider or its designee to share the credit information provided under this Section 4(i) with Provider's business partners and affiliates. You certify that all information you provide to us under this Section 4(i) will be true and understand that this information must be updated upon request if the financial condition of the Customer changes.

5. Conditions Prior to Installation of the System

- (a) Provider's obligation to install the System and sell you the power it produces is conditioned on the following items having been completed to its reasonable satisfaction:
 - (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
 - (ii) approval of this Power Purchase Agreement by Provider's financing parties;

- (iii) your meeting the applicable credit and financial condition criteria;
- (iv) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payments set forth in this Power Purchase Agreement;
- (v) confirmation that Provider will obtain all applicable benefits referred to in Section 8;
- (vi) receipt of all necessary zoning, land use and building permits;
- (vii) completion of any renovations, improvements or changes reasonably required on the Property which have been agreed upon in writing (e.g., removal of a tree or necessary roof repairs to enable us to safely install the System).

Provider may terminate this Power Purchase Agreement without liability if, in its reasonable judgment, any of the above listed conditions (i) through (vii) will not be satisfied for reasons beyond its reasonable control. Once Provider starts installation, however, it may not terminate this Power Purchase Agreement for the failure of conditions (i) through (vii) above to be satisfied.

(b) Amendments.

You authorize Provider to make corrections to the utility paperwork to conform to this PPA or any mutually agreed upon amendments to this PPA signed by both parties.

6. Warranty.

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS EXHIBIT I, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

7. Transfer.

Provider may assign, sell or transfer the System and this Power Purchase Agreement, or any part of this Power Purchase Agreement or the exhibits, your written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. This assignment does not change assignee's obligation to maintain and repair your System as set forth in the Limited Warranty. Any assignment of Provider's rights and/or obligations under this Power Purchase Agreement shall not result in any change to your rights and obligations under this Power Purchase Agreement with respect to assignee.

8. Ownership of the System; Tax Credits and Rebates.

You agree that the System is Provider's property under the UCC. You understand and agree that this PPA is not a contract to sell or lease the System to you. Provider owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Provider, and shall at your expense protect and defend Provider against the same. You understand and agree that any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other nonpower attributes of the system are the property of and for the benefit of Provider, usable at its sole discretion. Provider shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. You agree to refrain from entering into any agreement with your utility that would entitle your utility to claim any such benefits. You agree to reasonably cooperate with Provider so that it may claim any tax credits, renewable energy credits, rebates, carbon offset credits or any other benefits from the system. This may include to the extent allowable by law, entering into net metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the federal, state or local government or a local utility and giving these tax credits, renewable energy/carbon credits, rebates or other benefits to Provider.

9. Purchasing the System.

You have the option to purchase the System as detailed below. To exercise this option you must be in good standing under this Power Purchase Agreement and you need to give us at least one (1) month's, but not more than three (3) months' prior written notice. You can purchase this System (each a "Purchase Option"):

- (i) on the six (6) year anniversary of the beginning of the Initial Term and every annual anniversary after the six (6) year anniversary (the "Early Purchase Option");
- (ii) if Provider ever ceases its operations and fails to provide for a substitute provider; or
- (iii) at the end of the Initial Term or any additional renewal term.

Under each Purchase Option, the price you will pay for the System will be the Termination Value for that year. The "Termination Value" shall be the greater of (x) the cost basis of the System (together with its related assets and agreements), as determined by Provider, to the System owner at the time the System is Placed in Service (the "Cost Basis"), reduced by 3.1% of such Cost Basis for each full year that has passed since the System's Interconnection Date and (y) the System's fair market value ("FMV"). A third party independent appraiser will be retained by Provider to compute the System's FMV. District reserves the right to hire its own third-party independent appraiser at its sole

discretion to make its own findings as to fair-market value of the System. If a Purchase Option is exercised, you agree to pay any applicable tax on the purchase price for the System. If a Purchase Option is exercised and fully performed in accordance with this PPA, the PPA will terminate effective immediately upon the consummation of the sale, and none of you, Provider, or any future owner or transferee of the System will have any further obligations under this PPA (other than those which, by their terms, expressly survive termination of this PPA). Provider's obligations under the Limited Warranty (Exhibit 1) will terminate upon your exercise of a Purchase Option.

10. Insurance

- (a) You shall maintain in full force and effect from the Effective Date through the Term, with insurers of recognized responsibility authorized to do business in the state in which the System will be located, assigned an A.M. Best rating of no less than A/IX, insurance coverage satisfactory to Provider against any System damage or loss in an amount to be determined by Provider. Any such policies of insurance shall expressly provide that said insurance as to Provider shall not be invalidated by any act, omission or neglect of yours. Each policy of insurance maintained by you shall (i) name Provider as loss payee (to the extent covering risk of loss or damage to the System) and as an additional named insured as its interests may appear (to the extent covering any other risk); and (ii) contain endorsements providing that such policy shall not be cancelled or amended with respect to the named insured and its designees without thirty (30) business days prior written notice to Provider. You shall, within ten (10) business days of written request therefor, furnish current certificates of insurance to Provider evidencing the insurance required hereunder.
- (b) Each policy of insurance shall provide for a waiver of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy.
- (c) The terms of the PPA shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies.

11. Loss or Damage

- (a) Unless you are grossly negligent or you intentionally damage the System (a "Customer Act"), Provider will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System ("System Loss"). Except as expressly provided in this PPA, no System Loss will excuse you from your obligations under this PPA, including Monthly Payments.

- (b) In the event of any System Loss that, in the reasonable judgment of Provider, results in total damage, destruction or loss of the System, or to the extent the System is damaged during the last five (5) years of the Initial Term or during any Renewal Term (if applicable), Provider shall, within thirty (30) business days following written notice from the Customer of the occurrence of such System Loss, notify Customer whether Provider is willing, notwithstanding such System Loss, to repair or replace the System, it being understood that in such instance Provider shall have no obligation to restore the System. In the event of a System Loss, the District shall bear no responsibility or obligations for making any Monthly Payments until the System is restored to peak optimal production levels based the production calculation method set forth in Section 3(d).

Commented [A4]: If the system is generating electricity, whether it is 10% or 100%, I believe it is fair we get paid.

- (c) In the event that Provider notifies Customer that Provider is not willing to repair or replace the System, this PPA and Provider's obligations under the Limited Warranty (Exhibit 1) will terminate thirty (30) days following such notice unless Customer chooses to pay the restoration cost. If the District opts to pay for the repair, replacement or restoration cost of the System, resulting in the continuation of this PPA, said cost incurred by the District will be prorated against the District's Monthly Payment obligation until the balance of the repair, replacement or restoration is repaid.

- (d) In the event that Provider notifies Customer that Provider is willing to repair or replace the System, the following shall occur: (A) this PPA will remain in full force and effect, and (B) Provider will repair or replace the System as quickly as practicable, but in any event within thirty (30) days of the date of casualty, unless an extension of time is mutually agreed to by the parties for the procurement of materials or labor. During this time period, the District shall bear no responsibility or obligation for making any Monthly Payment until the System is restored to peak optimal performance levels based on the production calculation methods set forth in Section 3(d).

Commented [A5]: We don't know what would the California, county requirements be to repair/replace the system. It may require DSA approval for which it can take 9 months. I recommend we leave 6 months

Commented [A3]: Another public school district project we recently negotiated, check with their insurance legal team and were okay with the language I am proposing

Commented [A6]: Same comment as above

12. Limitation of Liability

- (a) **No Consequential Damages**

PROVIDER'S LIABILITY TO YOU UNDER THIS POWER PURCHASE AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

- (b) **Actual Damages**

EXCEPT FOR CLAIMS UNDER SECTION 4(G), PROVIDER'S LIABILITY TO CUSTOMER WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE AMOUNT PAID BY CUSTOMER TO PROVIDER DURING THE INITIAL TERM EXCEPT TO THE EXTENT DAMAGE IS CAUSED BY PROVIDER'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD. DAMAGES TO THE PROPERTY OR PERSONAL PROPERTY LOCATED AT THE PROPERTY RESULTING FROM THE INSTALLATION OR OPERATION OF THE SYSTEM ARE COVERED IN SECTION 6(C) OF THE LIMITED WARRANTY.

- (h) (i) you default on any obligation secured by the Property or (ii) you knowingly prevent Provider from installing the System or otherwise fail to perform in a way that prevents the delivery of renewable energy from the System; or
- (i) any representation you made under this PPA was intentionally false at the time you signed this PPA, including, without limitation, the representation that you have the requisite authority to sign this PPA, satisfy the obligations and grant the rights to Provider hereunder (in each case on your own behalf and on behalf of each other person or entity with an ownership interest in the Property).

Commented [A9]: If a school is permanently shut down this is a problem or worse disconnected from the grid permanently. this would be a big problem. We commend to revert to the original

13. Default

You will be in default under this Power Purchase Agreement if any one of the following occurs:

- (a) you fail to make any non-disputed payment when it is due, subject to the ten (10) business day grace period in section 4(d)(iii) or any reasonable extensions of time for compliance with statutory requirements to adhere to procuring funding for this PPA, including but not limited to seeking approval and authorization by the Customer's governing body;
- (b) you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of thirty (30) days after written notice;
- (c) you have knowingly and intentionally provided false or misleading financial or other information to obtain this Power Purchase Agreement;
- (d) you assign, transfer, encumber, sublet or sell this PPA or any part of the System without Provider's prior written consent, which Provider shall not refuse to provide the District, if said request for consent is reasonable and justified under the circumstances;
- (e) a System Loss occurs that is attributable to a "Customer Act" (as defined in 11(a));
- (f) you fail to maintain in full force and effect any required insurance, if such failure is not remedied within ten (10) business days of written notice from the Provider;
- (g) you make an assignment for the benefit of creditors, admit in writing you are insolvent, file a petition in bankruptcy, are adjudicated bankrupt or insolvent or undertake or experience any substantially similar activity;

14. Remedies in Case of Default

If this Power Purchase Agreement is in default, we may take any one or more of the following actions. We will give you thirty (30) business days' notice and an opportunity to cure any alleged default before taking any of these actions. Notwithstanding any provisions under the UCC or any other law, we may:

- (a) terminate this PPA;
- (b) take any reasonable action to correct your default or to prevent our loss; any amount we pay will be added to the amount you owe us and will be immediately due;
- (c) require you, at your expense, to return the System or make it available to us in a reasonable manner;
- (d) proceed, by appropriate alternative dispute resolution procedure, to enforce performance of this PPA and to recover damages for your breach;
- (e) disconnect, turn off or take back the System by legal process or self-help, but we may not disturb the District's business operations, or violate the law, and may be reasonably restricted or limited to disconnecting and uninstalling the System when students, pupils, faculty members or employees are not on the premises;
- (f) report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- (g) charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;

Commented [A7]: We are in principle okay with non disputed but there were a few insertions and deletions which make the sentences not to read right. If you could clean up the sentence that would be great.

Commented [A8]: We are investing \$3M or so, and we don't want this ppa to be assigned to, for example, a residential neighbor or a charter schools that do not have the means to fulfill the obligations of this agreement. We propose to revert it to the original clause.

Commented [A10]: I believe you the "not" should not be part of this sentence.

(h) recover from you (i) all amounts accrued and unpaid under this PPA including, without limitation, all accrued and unpaid Monthly Payments, penalties, late charges, if any, and taxes, plus (ii) any applicable sales taxes, use tax or governmental charges (including any amounts that may be imposed, or required to be collected by us, with respect to the recapture or forfeiture of any government incentives, such as tax credits and depreciation benefits, including any related government penalties);

(i) seek a pre or post judgment lien or similar security interest on or against the Property; or

(j) use any other remedy available to us in this PPA or by law, subject to any statutory restrictions or prohibitions applicable to California Public School Districts.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. By choosing any one or more of these remedies, Provider does not give up its right to use another remedy. By deciding not to use any remedy should this Power Purchase Agreement be in default, Provider does not give up our right to use that remedy in case of a subsequent default.

15. Early Termination

Provider enters into this Power Purchase Agreement with full understanding that the District is a California Public School District and is therefore subject to both state and federal laws, rules and regulations that may impact this Agreement. As a public agency, the District relies on public funding as its sole means of revenue. Accordingly, if the District ceases to conduct operations at or vacates the Property on or before the sixth (6th) anniversary of the beginning of the Initial Term, the District may, upon payment to Provider of the Termination Value applicable to such Property and without further penalty hereunder, terminate this Agreement, in which case Provider shall remove the System in accordance with Section 16.

16. System Removal; Return.

Notwithstanding any provisions under the UCC or any other law, at the end of the Initial Term or the termination of this PPA, if you have not renewed this PPA or exercised your purchase option (if any) and you have not defaulted, then within ten (10) business days you agree to contact Provider at the Notice Address to schedule a convenient time for Provider to remove the System from the Property at no cost to you. You agree to reasonably cooperate with Provider in removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you, but in no event, more than one hundred eighty (180) days after termination. Provider understands and agrees that uninstalling the System by Provider may be restricted or limited to those hours of operations when

students, pupils, faculty members or employees are not on the premises, or during a time that presents the least amount of impact on the District's business operations, which shall be determined at the sole discretion of the District.

17. Alternative Dispute Resolution; Governing Law; Jurisdiction and Venue.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof (collectively "Dispute"), the parties shall use their best efforts to settle the Dispute. Such efforts will include, at a minimum, that they consult, meet in person and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If the parties do not resolve the Dispute pursuant to the foregoing paragraph within a period of 30 days, then, upon notice by either party to the other, the parties agree to mediate the Dispute in good faith according to the American Arbitration Association's Commercial Mediation Procedures in California or another location mutually agreeable to the parties. The parties shall work in good faith with the mediator to attempt to complete the mediation within 90 days of such notice.

This Agreement is subject to, and shall be construed in accordance with and governed by the laws of the State of California applicable to contracts executed and performed in such State without giving effect to conflicts of laws principles. Subject to the mediation requirements of this Section, the state and federal courts of California located in the County of Sacramento, State of California, shall have exclusive jurisdiction over any action at law, suit in equity or judicial proceedings relating to the enforcement of this Agreement or any disputes or claims arising out of or in connection with this Agreement, the interpretation, performance, breach, termination or invalidity thereof or of any provision contained herein. Each party agrees that personal jurisdiction over him, her or it may be effected by service of process by registered or certified mail addressed as provided herein, and that when so made shall be as if served upon him, her or it personally within the State of California.

18. Waiver

Any delay or failure of a party to enforce any of the provisions of this PPA, including but not limited to any remedies listed in this PPA, or to require performance by the other party of any of the provisions of this PPA, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this PPA.

Commented [A11]: If there is a default after we invested \$3M, we need to try to recover the money invested. We recommend to leave this sentence.

Commented [A12]: Same comment as above, we will invest \$3M or so.

Commented [A13]: Let's make this 180 days as we discussed in our zoom call.

19. Notices.

All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices required to be in writing will be delivered by hand delivery, electronic mail, overnight delivery or regular, certified, or registered mail, return receipt requested. All notices shall be deemed to have been properly given or made upon the earliest to occur of (a) actual delivery, (b) two (2) business days after being sent by overnight courier service, (c) five (5) business days after being deposited in the mail addressed as aforesaid and (d) one (1) business day after being sent by e-mail; provided that in the case of notice by e-mail such notice is followed promptly by the sending of the original of such notice by overnight courier service. A party may change its address by providing notice of the same in accordance with the provisions of this section.

If to Customer:

If to Provider:

K12 Energy
Attn: PPA
4821 Golden Foothill Pkwy Suite 220
El Dorado Hills, CA 95762
Email: ppa@k12energy.com

20. Entire Agreement: Changes.

This PPA contains the parties' entire agreement regarding the sale and purchase of power generated by the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. If any portion of this PPA is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. This PPA may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original. A signed copy of this PPA delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this PPA.

[SIGNATURE PAGE FOLLOWS]

21. Renewal.

If you are in compliance with your PPA, you and your Provider have the option to renew your PPA for up to ten (10) years in two (2) five (5) year renewal periods. We will send you renewal forms three (3) months prior to the expiration of the Initial Term, which forms shall set forth the new Monthly Payments due under the renewal PPA, based on our assessment of the then current fair market value of the System. If you want

to renew, complete the renewal forms and return them to us at least one (1) month prior to the end of the PPA. In the event that you cancel the PPA or express your disapproval of the new Monthly Payments in writing to us, this PPA shall expire by its terms on the termination date.

Each party hereto has read this Power Purchase Agreement and Exhibit 1 in their entirety, and acknowledges that they have received a complete copy of this Power Purchase Agreement. The undersigned agrees to be bound by this Power Purchase Agreement.

Provider: K12 Solar Inc.

Customer:

Signature: _____

By: _____

Title: _____

Date: _____

Signature: _____

By: _____

Title: _____

Date: _____

EXHIBIT 1

LIMITED WARRANTY AND GUARANTY

1. INTRODUCTION

This Limited Warranty and Guaranty (this "Limited Warranty") is Provider's agreement to provide you warranties on the System you are hosting pursuant to our PPA. The System will be professionally installed by Provider or its contractors or subcontractors at the Property. We look forward to helping you produce clean, renewable solar power at your organization.

2. LIMITED WARRANTIES

(a) Limited Warranties

Provider warrants the System as follows:

(i) System Warranty

During the Initial Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty");

(ii) Roof Warranty

When we penetrate your roof during a System installation we will warrant roof damage we cause due to our roof penetrations (the "Roof Warranty"); and

(iii) Repair Promise

During the Initial Term, Provider will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), after you submit a valid claim to us under this Limited Warranty (the "Repair Promise"). If we damage the Property or your personal property located at the Property, we will repair the damage we cause or pay you for the damage we cause as described in Section 6. Provider may use new or reconditioned parts when making repairs or replacements. Provider may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Provider's discretion.

(b) Warranty Length

(i) The warranties in Sections 2(a)(i) and 2(a)(iii) above will start when we begin installing the System at the Property and will end at the termination of the Initial Term and any subsequent renewal terms. Thus, for the duration of the Initial Term, you will have a System Warranty and our Repair Promise.

(ii) The warranty in Section 2(a)(ii) above will start when we begin installing the System at the Property and will end on the later of (A) the one (1) year anniversary of the completion of the System installation; or (B) the date that the existing installation warranty for your roof expires or is terminated. Please note that the term of the Roof Warranty may be shorter than the term of the System Warranty.

(iii) If you have assumed an existing PPA, then this Limited Warranty will remain in effect to your benefit until the termination of the original existing Initial Term.

(c) Maintenance and Operation

(i) Provider will perform all required System maintenance.

(e) Making a Claim; Limited Warranty

(i) **Claims Process**

You can make a claim by contacting us at the address in Section 7 below.

(ii) Limited Warranty

Provider will accept and honor any valid and properly submitted Warranty claim made during the Initial Term.

(f) Exclusions and Disclaimer

The limited warranties and guaranty provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than Provider or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) destruction or damage to the System or its ability to safely produce power not caused by Provider or its approved service providers while servicing the System (e.g., if a tree falls on the System we will replace the System per the Power Purchase Agreement, but we will not repay you for power it did not produce);
- (iii) your failure to perform, or breach of, your obligations under the Power Purchase Agreement;
- (iv) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;
- (v) any Force Majeure Event (as defined below);
- (vi) excess shading from foliage that is new growth or is not reasonably kept trimmed;
- (vii) any system failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area); and
- (viii) theft of the System or act of vandalism that affects the System (e.g., if the System is stolen we will replace the System per the Power Purchase Agreement, but we will not repay you for the power it did not produce).

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTION 2(a) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY PROVIDER WITH RESPECT TO THE SYSTEM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

3. PROVIDER'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR

- (a) You agree that if (i) the System needs any repairs that are not the responsibility of Provider under this Limited Warranty or (ii) the system needs to be removed and reinstalled to facilitate changes to the Property, you will have Provider, or another similarly qualified service provider approved by Provider, at your expense, perform such repairs, removal and installation on a time and materials basis.

FORCE MAJEURE

If Provider is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Provider will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (a) Provider, as soon as is reasonably practical, gives you notice describing the Force Majeure Event; and
- (b) Provider's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, we will make repairs).

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Provider's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; disease outbreak; pandemic; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Provider's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Provider including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Provider or under its control.

5. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL PROVIDER OR ITS AGENTS, CONTRACTORS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Commented [A14]: If we included this language it effectively undermines the point of the consequential damages limitation

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Provider's total liability arising out of relating to this Limited Warranty shall in no event exceed the original cost of installing the System; *provided, that* Provider's liability attributable directly to its gross negligence or willful misconduct shall not exceed 1.5 times the original cost of installing the System.

6. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Power Purchase Agreement to the addresses listed below:

TO PROVIDER: K12 Solar
ATTN: Warranty Claims
4821 Golden Foothill Pkwy Suite 220
El Dorado Hills, CA 95762
E-mail: ppa@k12energy.com

TO YOU: At the billing address in the Power Purchase Agreement or any subsequent billing address you give us.

7. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Provider may only assign its rights or obligations under this Limited Warranty to a third party with your prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that any assignment of Provider's obligations under this Limited Warranty shall be to a party qualified by Provider to perform such obligation. This Limited Warranty protects only the person who hosts the System. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

AUTHORIZATION FOR AUTOMATIC PAYMENTS FROM YOUR CHECKING ACCOUNT

Setting up automatic payments from your checking account is a convenient service that saves you time and money and ensures your Monthly Payments will always be made on time. Solar Power and Efficiency – California, LLC, d/b/a K12 Energy (the “Provider”) and Cottonwood Union School District (the “Customer”) agree to establish automatic payments of the payments due under the Power Purchase Agreement (the “Agreement”) between the parties. Customer hereby authorizes Provider to initiate debit entries to the checking account indicated below to facilitate payments for (i) Monthly Payments (as defined in the Agreement) and applicable sales tax, use tax or similar tax, and (ii) any returned check fees or late payments as set forth in Section 4(d) of the Agreement. Customer hereby authorizes the depositing financial institution named below to enter such debits or credits to such account. Customer also acknowledges that Provider may assign the Agreement to a third-party and that the assignee may then initiate debit entries per this Authorization Agreement.

Bank Name:
Routing No.:
Account No.:
Name on Account:

Payment Terms

Provider will supply Customer with a monthly bill detailing the amount owed for that billing period. Provider will process debit entries to the above account in an amount not to exceed the amount due under the Agreement for scheduled Monthly Payments which are due on the 20th day of each calendar month.

Notice of Changes

Customer hereby acknowledges that the automatic payment information provided is correct. If this information changes, Customer must notify Provider immediately. If Provider incurs any fees as a result of inaccurate or out of date information, Customer will be billed for those charges. Notice will be given on or with the monthly bill or by other methods.

Customer has a right to receive written notice when a preauthorized electronic fund transfer will vary in amount from the Monthly Payment amounts set forth in the Agreement. By signing below, Customer hereby agrees to receive notice only when a transfer falls outside of the Monthly Payment amounts set forth in the Agreement.

Limitation of Liability

Provider bears no liability or responsibility for any losses incurred due to any delay in the actual date on which the bank account is debited. In order to process the electronic funds transfer, Customer must have sufficient funds available in the bank account provided. Additionally, Customer is responsible for any fees the account-holding financial institution may charge for electronic payments. Customer hereby agrees to be bound by any rules the account-holding financial institution requires for automatic electronic payments.

Termination and Right to Cancel

Customer hereby acknowledges that this Authorization Agreement will not be terminated until the Agreement is paid in full, or Customer provides written notification via certified mail of such termination of this Authorization Agreement and has allowed Provider a reasonable amount of time to act upon the request. The termination of the Authorization Agreement does not terminate the Agreement or Customer’s obligation to make payments required by the Agreement. Under federal law, Customer has the right to stop an automatic payment. Customer must give at least three business days oral or written notice before the scheduled payment date in order to stop an automatic payment.

By signing below, Customer represents to Provider that all persons whose signatures are required to withdraw funds from the above referenced account have executed this Authorization Agreement. Customer hereby acknowledges receipt of a copy of this Authorization Agreement for his/her records.

Customer: _____ Date: _____

Installation Location: 20512 1st street Cottonwood, CA 96022

EXHIBIT "B"

ESTIMATED SAVINGS AND
PROPOSED SOLAR PROJECTS
AT BOTH
NORTH AND WEST COTTONWOOD
SCHOOLS

DESKTOP SOLAR PROPOSAL



Tuesday June 28th, 2022

Design: L1, A-Initial-Design

North Cottonwood school

20512 21st Street Cottonwood, CA 96022

We are proposing a Composition Roof Racking solar system estimated to generate 284,425kWh in year 1.

Under the **Pay As You Go** program you buy solar electricity at a substantially lower cost than the utility with **no up front money, a positive cash flow and without adding any debt** while monetizing some of the solar tax incentives. We invest and build the system. Once the system is up and running you pay for the power generated.

- Save money from day 1 with no up front cost.
- Protect your organization against rising electric utility rates.
- Solar price is locked for 25 years.
- No risk to you, we put up all the money, if the system does not work you don't pay.
- Most organizations that own the

- their property can qualify (collateral might be required)
- Adds value to your property.
- Renew, buyout, upgrade, or free removal at the end of the term.
- No need to worry about repairs, we maintain the system at no cost to you.

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Savings Analysis based on your consumption

	Pay As You Go
a 12 mo. Electric Bill Before Solar ^{*1} <small>for all meters (see back for details)</small>	\$85,789
b Est. 12 mo. Electric Bill After Solar ^{*2} <small>for all meters (see back for details). This will be paid to the utility.</small>	\$22,809
c Est. first 12 mo. Pay As You Go Payment ^{*3}	\$0
d Est. Savings for first 12 months ^{*4} <small>(a) minus (b) minus (c)</small>	\$62,980
e Est. 25 Year Savings ^{*5}	\$820,535
f Est. 30 Year Savings	\$1,794,785
g Est. 30 Year Cash Flow	

73%

The red area represents the electric bill if you don't go solar. The blue areas shows the new electric bill and solar bill. The difference between the blue and red is your savings.

Some of our customers



Destiny Church, Rocklin, CA 1,000kW



The Father's House, Vacaville, CA



Our team has built & financed \$350M of solar projects. We focus primarily on helping nonprofits and schools.

Prepared By

Dean Marks
President



K12 Energy
www.k12energy.com
dmarks@k12energy.com
Main Phone: (916) 583-7000
4821 Golden Foothill Parkway, Suite 220
El Dorado Hills, CA 95762

^{*1-2-3-4-5} See Long Term Cash Flow Table on page 2 for footnotes and details.

Proposal expires in 7 days (Jul 05th, 2022)

Pay As You Go Terms



Est. Generation first 12 months	284,425kWh/y1, yield 1,342kWh/kWp/y1
Price x kWh	(No payments for the first 12 months) \$0.2100
Duration / Term	25 years
Price annual inflation	2.9%
Target Solar System Size	212.0kWp DC

Included

- Design
- Engineering
- Permitting
- Construction
- All materials
- All Solar equipment
- Testing & Commissioning
- Online Monitoring

Warranties

- 25 year solar panel production warranty*
 - 20 year Inverter extended warranty*
 - 25 year workmanship warranty*
 - System Performance warranty
- *For the system owner.*

Assumptions

- Access to site during business hours
- No prevailing or union work required
- K12 is not liable for unmarked or mismarked underground utilities
- 24 hour security is not required
- K12 is not liable for injury from a marked safety area

Excluded

- Tree and stump removal
- Hard rock excavation
- Utility transformer upgrade
- Switchgear upgrade
- Clearing and demolition
- Remodel of existing buildings
- Removal of hazardous materials
- Connection point beyond 300 feet from solar
- Removal unsuitable soils
- Relocation of existing utilities
- Landscaping & Painting
- SWPP Implementation
- Parking lot restriping

Meter(s) included in this proposal

The total consumptions for all meters analyzed is 285,430kWh with an overall average price of 0.301 \$/kWh (total bills / kWh)

Meter	Before Solar Bill				Est. After Solar Bill				kWp
	Demand	Energy	Charges	Total	Demand	Energy	Charges	Total	
B10 9450 1009889450 ¹	\$21,502	\$55,089	\$9,198	\$85,789	\$16,094	\$829	\$5,886	\$22,809	212.0
Totals	\$21,502	\$55,089	\$9,198	\$85,789	\$16,094	\$829	\$5,886	\$22,809	212.0

¹Period 6/1/2021-6/1/2022 Must stay on B10 rate due to high demand, Est NBC \$3543.

Long Term Cash Flow

Year	Old Electric Bill ¹	Est. New Electric Bill ²	Solar Bill ³	Est. Savings ⁴	Est. Cumulative Savings
1	\$85,789	\$22,809	\$0	\$62,980	\$62,980
2	\$90,078	\$24,412	\$61,031	\$4,635	\$67,615
3	\$94,582	\$26,116	\$62,361	\$6,105	\$73,720
4	\$99,311	\$27,925	\$63,721	\$7,666	\$81,386
5	\$104,277	\$29,846	\$65,110	\$9,322	\$90,708
6	\$109,491	\$31,885	\$66,529	\$11,077	\$101,785
7	\$114,965	\$34,050	\$67,979	\$12,937	\$114,722
8	\$120,714	\$36,347	\$69,461	\$14,906	\$129,628
9	\$126,749	\$38,784	\$70,975	\$16,990	\$146,619
10	\$133,087	\$41,370	\$72,522	\$19,195	\$165,814
11	\$139,741	\$44,113	\$74,103	\$21,526	\$187,340
12	\$146,728	\$47,021	\$75,718	\$23,989	\$211,330
13	\$154,065	\$50,105	\$77,368	\$26,592	\$237,921
14	\$161,768	\$53,374	\$79,055	\$29,339	\$267,260
15	\$169,856	\$56,840	\$80,778	\$32,239	\$299,499
16	\$178,349	\$60,512	\$82,538	\$35,298	\$334,797
17	\$187,267	\$64,404	\$84,338	\$38,525	\$373,322
18	\$196,630	\$68,527	\$86,176	\$41,927	\$415,249
19	\$206,461	\$72,895	\$88,054	\$45,512	\$460,761
20	\$216,785	\$77,522	\$89,974	\$49,289	\$510,050
21	\$227,624	\$82,421	\$91,935	\$53,268	\$563,318
22	\$239,005	\$87,610	\$93,939	\$57,457	\$620,774
23	\$250,955	\$93,103	\$95,986	\$61,866	\$682,640
24	\$263,503	\$98,918	\$98,078	\$66,506	\$749,147
25	\$276,678	\$105,074	\$100,216	\$71,388	\$820,535
26-30	\$1,605,262	\$631,012	\$0	\$974,251	\$1,794,785

¹Your bill if you don't go solar assuming an annual inflation rate of 5.0%. This number excludes taxes and fees.

²Annual amount you would expect to pay the utility if you go solar. This number exclude taxes and fees. We assume an annual electricity inflation of 5.0% and a solar system overall generation degradation of 0.7% which is applied to the bill reduction. We also assume your consumption in the future will be identical to the period we analyzed and that the utility will not change price/rate structures or net metering. This is based on a typical meteorological year at your location.

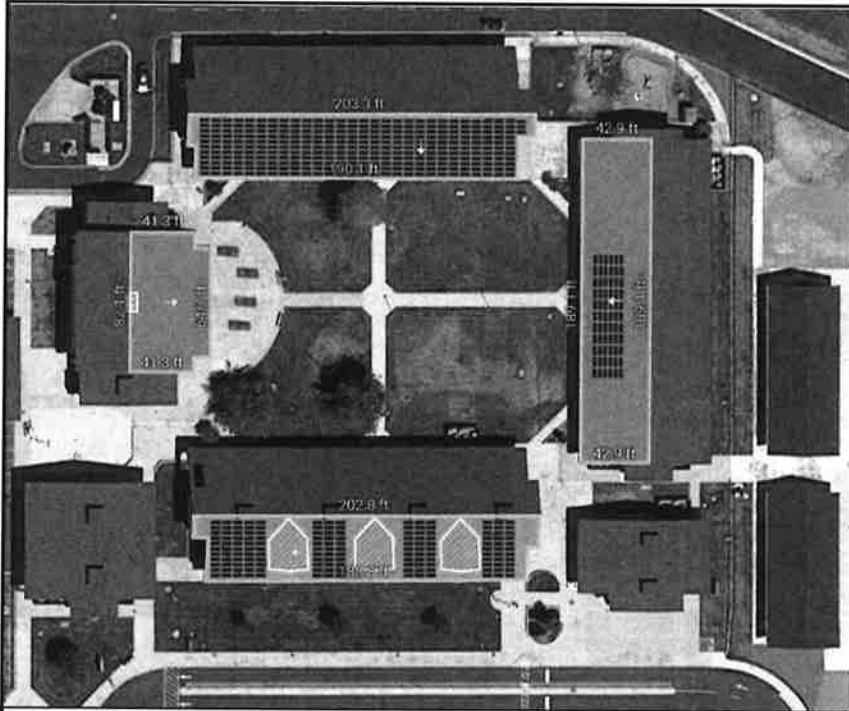
³Solar bill that is calculated as the kWh generated times the kWh price adjusted annually by an inflation of 2.90%.

⁴Your current electric bill minus your new utility bill minus your new solar bill. We assume at the end of the term you buy the solar system from us.

Documents Required

1. Financials: most recent year-to-date financial statements, plus the two prior years historical financial statements, including balance sheet and income statement (P&L)
2. Mortgage deed of trust & recent statements
3. Articles of Incorporation & By-Laws
4. Copy of recent appraisal, if available

For Customer



CAPACITY / SYSTEM SIZE

212.0 kWp

EST. GENERATION 1ST 12 MONTHS

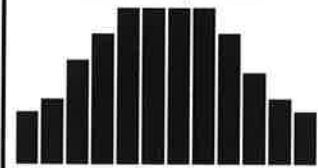
284,425 kWh/y1

EST. YIELD

1,342 kWh/kWp/y1

EST. GENERATION MONTH BY MONTH

Month	kWh	%
Jan	13,125	4.0%
Feb	14,857	5.0%
Mar	24,096	8.0%
Apr	30,145	10.0%
May	34,777	12.0%
Jun	34,746	12.0%
Jul	36,639	12.0%
Aug	34,594	12.0%
Sep	28,770	10.0%
Oct	21,828	7.0%
Nov	13,887	5.0%
Dec	10,972	4.0%



Generation estimates represent 20 year averages. Year to year generation may fluctuate by +/- 10%. Monthly generation may fluctuate significantly more. Sun irradiation data obtained from the Department of Energy, NREL Typical Meteorological Year.

ESTIMATED PROJECT SCHEDULE

Task	Duration	Total Days	From	To
Receipt of 1st milestone payment	1 days	1	06/29/2022	06/30/2022
Design and customer approval	10 days	15	06/30/2022	07/14/2022
Engineering	20 days	43	07/14/2022	08/11/2022
Obtain Building Permit	65 days	134	08/11/2022	11/10/2022
Construction	30 days	176	11/10/2022	12/22/2022
Final permit sign off	10 days	190	12/22/2022	01/05/2023
Permit to operate	30 days	232	01/05/2023	02/16/2023

SOLAR ARRAYS

Array	kWp	Y1 kWh	Yield	Tilt/Azim	Loss	Avail.	Shade	For Meter	Qty
b10 9450	212.0	284,425	1,342	12 / 180	20.0%	98.5%	95.9%	B10 9450-1009889450	530
Totals	212.0	284,425							530



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PROJECT
 North Cottonwood school
 Composition Roof Racking

Rev.06/28/2022 A-Initial-Design

LOCATION
 20512 21st Street
 Cottonwood, CA 96022

PM	DSN	REV	SCALE
			NTS

CAPACITY
212.0 kWp

SITE LAYOUT

A1

NOT FOR CONSTRUCTION

DESKTOP SOLAR PROPOSAL



Tuesday June 28th, 2022

Design: L1, A-Initial-Design

West Cottonwood School

20512 1st street Cottonwood, CA 96022

We are proposing a Composition Roof Racking solar system estimated to generate 347,212kWh in year 1.

Under the **Pay As You Go** program you buy solar electricity at a substantially lower cost than the utility with **no up front money, a positive cash flow and without adding any debt** while monetizing some of the solar tax incentives. We invest and build the system. Once the system is up and running you pay for the power generated.

- Save money from day 1 with no up front cost.
- Protect your organization against rising electric utility rates.
- Solar price is locked for 25 years.
- No risk to you, we put up all the money, if the system does not work you don't pay.
- Most organizations that own the

- their property can qualify (collateral might be required)
- Adds value to your property.
- Renew, buyout, upgrade, or free removal at the end of the term.
- No need to worry about repairs, we maintain the system at no cost to you.

Savings Analysis based on your consumption

Pay As You Go

a	12 mo. Electric Bill Before Solar ¹ <small>for all meters (see back for details)</small>	\$112,867
b	Est. 12 mo. Electric Bill After Solar ² <small>for all meters (see back for details). This will be paid to the utility.</small>	\$8,641
c	Est. first 12 mo. Pay As You Go Payment ³	\$0
d	Est. Savings for first 12 months ⁴ <small>(a) minus (b) minus (c)</small>	\$104,226
e	Est. 25 Year Savings ⁵	\$2,181,911
f	Est. 30 Year Savings	\$3,794,204
g	Est. 30 Year Cash Flow	

92%

The red area represents the electric bill if you don't go solar. The blue areas shows the new electric bill and solar bill. The difference between the blue and red is your savings.

Some of our customers



Destiny Church, Rocklin, CA 1,000kW



The Father's House, Vacaville, CA



PBS



DESTINY



GOLDEN HILLS
COMMUNITY CHURCH



Bryte
CHURCH



southwinds CHURCH

Our team has built & financed \$350M of solar projects. We focus primarily on helping nonprofits and schools.

Prepared By

Dean Marks
President



K12 Energy

www.k12energy.com

dmarks@k12energy.com

Main Phone: (916) 583-7000

4821 Golden Foothill Parkway, Suite 220

El Dorado Hills, CA 95762

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¹ - ² - ³ - ⁴ - ⁵ See Long Term Cash Flow Table on page 2 for footnotes and details.

Proposal expires in 7 days (Jul 05th, 2022)

Pay As You Go Terms



Est. Generation first 12 months	347,212kWh/y1, yield 1,342kWh/kWp/y1
Price x kWh	(No payments for the first 12 months) \$0.2100
Duration / Term	25 years
Price annual inflation	2.9%
Target Solar System Size	258.8kWp DC

Included	Warranties	Assumptions	Excluded
<ul style="list-style-type: none"> • Design • Engineering • Permitting • Construction • All materials • All Solar equipment • Testing & Commissioning • Online Monitoring 	<ul style="list-style-type: none"> • 25 year solar panel production warranty* • 20 year Inverter extended warranty* • 25 year workmanship warranty* • System Performance warranty <p><i>*For the system owner.</i></p>	<ul style="list-style-type: none"> • Access to site during business hours • No prevailing or union work required • K12 is not liable for unmarked or mismarked underground utilities • 24 hour security is not required • K12 is not liable for injury from a marked safety area 	<ul style="list-style-type: none"> • Tree and stump removal • Hard rock excavation • Utility transformer upgrade • Switchgear upgrade • Clearing and demolition • Remodel of existing buildings • Removal of hazardous materials • Connection point beyond 300 feet from solar • Removal unsuitable soils • Relocation of existing utilities • Landscaping & Paving • SWPP Implementation • Parking lot restriping

Meter(s) included in this proposal

The total consumptions for all meters analyzed is 347,693kWh with an overall average price of 0.325 \$/kWh (total bills / kWh)

Meter	Before Solar Bill				Est. After Solar Bill				kWp
	Demand	Energy	Charges	Total	Demand	Energy	Charges	Total	
B10 3019 B10 3019 ¹	\$18,637	\$40,614	\$7,273	\$66,524	\$0	\$979	\$2,659	\$3,638	155.2
B1 2980 Cafeteria 1007072980 ²	\$0	\$28,213	\$2,881	\$31,094	\$0	\$450	\$1,779	\$2,229	74.0
B1 8863 B1 8863 ³	\$0	\$4,456	\$696	\$5,152	\$0	\$696	\$488	\$1,184	10.0
B10 7664 B10 7664 ⁴	\$0	\$2,415	\$2,634	\$5,049	\$0	\$124	\$479	\$603	9.2
B1 6274 B1 6274 ⁵	\$0	\$2,299	\$514	\$2,813	\$0	\$42	\$421	\$463	6.0
Totals	\$18,637	\$79,770	\$14,460	\$112,867	\$0	\$2,413	\$6,228	\$8,641	258.8

NOTE: 3 meters with lower usage than the above are not shown in this table, but are included in this analysis and in the totals.

¹Period 6/1/2021-6/1/2022 Switch from B10 to B1 rate. Est NBC \$2359. ²Period 6/1/2021-6/1/2022 Stay on B1 rate. Est NBC \$1479. ³Period 6/1/2021-6/1/2022 Stay on B1 rate. Est NBC \$188. ⁴Period 6/1/2021-6/1/2022 Switch from B10 to B1 rate. Est NBC \$180. ⁵Period 6/1/2021-6/1/2022 Switch from B1 to B6 rate. Est NBC \$121.

Long Term Cash Flow

Year	Old Electric Bill ¹	Est. New Electric Bill ²	Solar Bill ³	Est. Savings ⁴	Est. Cumulative Savings
1	\$112,867	\$8,641	\$0	\$104,226	\$104,226
2	\$118,510	\$9,839	\$74,504	\$34,167	\$138,393
3	\$124,436	\$11,130	\$76,128	\$37,178	\$175,572
4	\$130,658	\$12,519	\$77,787	\$40,351	\$215,923
5	\$137,191	\$14,013	\$79,483	\$43,694	\$259,618
6	\$144,050	\$15,619	\$81,215	\$47,216	\$306,833
7	\$151,253	\$17,344	\$82,985	\$50,923	\$357,756
8	\$158,815	\$19,196	\$84,794	\$54,825	\$412,581
9	\$166,756	\$21,182	\$86,643	\$58,932	\$471,513
10	\$175,094	\$23,311	\$88,531	\$63,252	\$534,765
11	\$183,848	\$25,592	\$90,461	\$67,796	\$602,560
12	\$193,041	\$28,035	\$92,433	\$72,574	\$675,134
13	\$202,693	\$30,649	\$94,447	\$77,596	\$752,730
14	\$212,828	\$33,446	\$96,506	\$82,875	\$835,606
15	\$223,469	\$36,437	\$98,609	\$88,422	\$924,028
16	\$234,642	\$39,634	\$100,759	\$94,250	\$1,018,278
17	\$246,375	\$43,049	\$102,955	\$100,371	\$1,118,649
18	\$258,693	\$46,695	\$105,199	\$106,799	\$1,225,448
19	\$271,628	\$50,588	\$107,492	\$113,547	\$1,338,995
20	\$285,209	\$54,742	\$109,835	\$120,632	\$1,459,626
21	\$299,470	\$59,173	\$112,229	\$128,067	\$1,587,693
22	\$314,443	\$63,898	\$114,676	\$135,869	\$1,723,563
23	\$330,165	\$68,935	\$117,175	\$144,055	\$1,867,618
24	\$346,674	\$74,302	\$119,729	\$152,643	\$2,020,261
25	\$364,007	\$80,019	\$122,339	\$161,650	\$2,181,911
26-30	\$2,111,939	\$499,645	\$0	\$1,612,294	\$3,794,204

¹Your bill if you don't go solar assuming an annual inflation rate of 5.0%. This number excludes taxes and fees.

²Annual amount you would expect to pay the utility if you go solar. This number exclude taxes and fees. We assume an annual electricity inflation of 5.0% and a solar system overall generation degradation of 0.7% which is applied to the bill reduction. We also assume your consumption in the future will be identical to the period we analyzed and that the utility will not change price/rate structures or net metering. This is based on a typical meteorological year at your location.

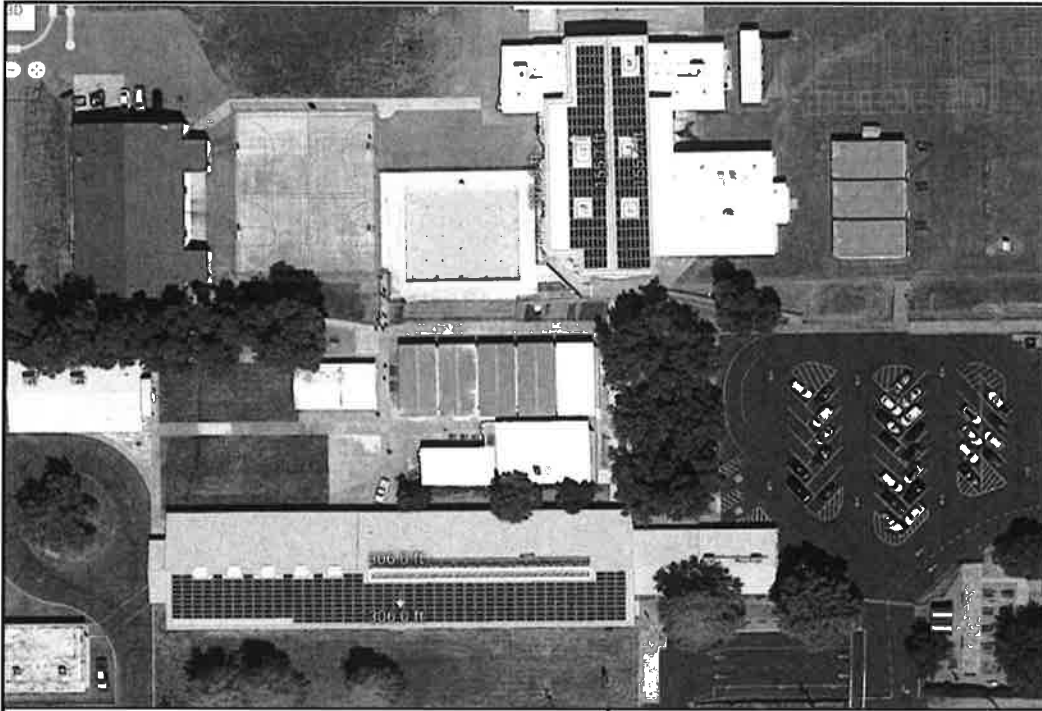
³Solar bill that is calculated as the kWh generated times the kWh price adjusted annually by an inflation of 2.90%.

⁴Your current electric bill minus your new utility bill minus your new solar bill. We assume at the end of the term you buy the solar system from us.

Documents Required

1. Financials: most recent year-to-date financial statements, plus the two prior years historical financial statements, including balance sheet and income statement (P&L)
2. Mortgage deed of trust & recent statements
3. Articles of Incorporation & By-Laws
4. Copy of recent appraisal, if available

For Customer



CAPACITY / SYSTEM SIZE

258.8 kWp

EST. GENERATION 1ST 12 MONTHS

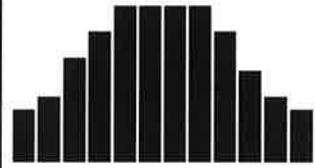
347,212 kWh_{y1}

EST. YIELD

1,342 kWh/kWp_{y1}

EST. GENERATION MONTH BY MONTH

Month	kWh	%
Jan	16,023	4.0%
Feb	18,137	5.0%
Mar	29,416	8.0%
Apr	36,800	10.0%
May	42,455	12.0%
Jun	42,416	12.0%
Jul	44,972	12.0%
Aug	42,230	12.0%
Sep	35,121	10.0%
Oct	26,646	7.0%
Nov	16,953	5.0%
Dec	13,394	4.0%



Generation estimates represent 20 year averages. Year to year generation may fluctuate by +/- 10%. Monthly generation may fluctuate significantly more. Sun irradiation data obtained from the Department of Energy, NREL, Typical Meteorological Year.

ESTIMATED PROJECT SCHEDULE

Task	Duration	Total Days	From	To
Receipt of 1st milestone payment	1 days	1	06/29/2022	06/30/2022
Design and customer approval	10 days	15	06/30/2022	07/14/2022
Engineering	20 days	43	07/14/2022	08/11/2022
Obtain Building Permit	65 days	134	08/11/2022	11/10/2022
Construction	30 days	176	11/10/2022	12/22/2022
Final permit sign off	10 days	190	12/22/2022	01/05/2023
Permit to operate	30 days	232	01/05/2023	02/16/2023

SOLAR ARRAYS

Array	kWp	Y1 kWh	Yield	Tilt/Azim	Loss	Avail.	Shade	For Meter	Qty
B1 6274	6.0	8,050	1,342	12 / 180	20.0%	98.5%	95.9%	B1 6274-B1 6274	15
B1 6801	4.4	5,903	1,342	12 / 180	20.0%	98.5%	95.9%	B1 6801-B1 6801	11
B10 3019	155.2	208,220	1,342	12 / 180	20.0%	98.5%	95.9%	B10 3019-B10 3019	388
B10 7664	9.2	12,343	1,342	12 / 180	20.0%	98.5%	95.9%	B10 7664-B10 7664	23
B1 6802	0.0	0	nan	12 / 180	20.0%	98.5%	95.9%	B1 6802-B1 6802	0
B1 8181	0.0	0	nan	12 / 180	20.0%	98.5%	95.9%	B1 8181-B1 8181	0
B1 8863	10.0	13,416	1,342	12 / 180	20.0%	98.5%	95.9%	B1 8863-B1 8863	25
B1 2980	74.0	99,280	1,342	12 / 180	20.0%	98.5%	95.9%	B1 2980	185
Totals	258.8	347,212						Cafeteria-1007072980	617



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PROJECT
West Cottonwood School
Composition Roof Racking

Rev.06/28/2022 A-Initial-Design

LOCATION
 20512 1st street
 Cottonwood, CA 96022

PM	DSN	REV	SCALE
			NTS

CAPACITY
258.8kWp

SITE LAYOUT
A1
 NOT FOR CONSTRUCTION

Cottonwood Union School District

School Calendar 2022-23

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	▲	▲	▨	18	19	20
21	22	23	★	25	26	27
28	29	30	★			

11/11

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	★	8	9	10
11	12	13	★	15	16	17
18	19	20	★	22	23	24
25	26	27	★	29	30	

21/32

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	★	6	7	8
9	10	11	★	13	14	15
16	17	18	★	20	22	22
23	24	25	★	27	28	29
30	31					

21/53

November 2022						
S	M	T	W	T	F	S
				1	2	3
6	★	★	★	★	11	12
13	14	15	★	17	18	19
20	21	22	★	24	25	26
27	28	29	★			

16/69

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	★	8	9	10
11	12	13	14	15	★	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12/81

▨ School starts Aug. 17
 ▨ School ends June 8

STAFF WORK DAYS

▲ All Staff: August 15, 16
 ▲▲ Teachers: Jan 3

HOLIDAYS/RECESSES

Labor Day Sept. 5
 Veteran's Day Nov. 11
 Thanksgiving Break Nov. 21-25
 Winter Break Dec. 19 – Jan 3
 Martin Luther King Day Jan. 16
 President's Day/
 Lincoln's Day Feb. 20-24
 Spring Break April 3-10
 Memorial Day May 29

★ MINIMUM DAYS

School dismissed West 1:00
 North 1:15

Collaboration Days

Aug 24, 31 Sept. 7, 14, 21, 28
 Oct. 5, 12, 19, 26 Nov 7-10, 16, 30
 Dec. 7 Jan. 4, 11, 18, 25
 Feb. 1, 8, 15, Mar 1, 8, 15, 22, 29
 Apr. 12, 19, 26 May. 4, 10, 31

Parent Conferences- Nov. 7-10
 Day Before Winter Break- Dec. 16
 West open House- May 17
 North Open House- May 24
 Last Day of School- June 8

▨ State Testing May 1-12

☺ WEST QUARTER ENDING DATES

1st Quarter (47) Oct. 21
 2nd Quarter (46) Jan 20
 3rd Quarter (45) March 31
 4th Quarter (42) June 8
 180

☞ NORTH TRIMESTER ENDING DATES

1st Trimester (47) Oct 21th
 2nd Trimester (66) Feb 17th
 3rd Trimester (67) Jun 8th
 180

ⓔ Emergency Makeup Days

April 10 (If Needed)
 June 9 (If Needed)

January 2023						
S	M	T	W	T	F	S
1	2	▲▲	★	5	6	7
8	9	10	★	12	13	14
15	16	17	★	19	☺	21
22	23	24	★	26	27	28
29	30	31				

19/100

February 2023						
S	M	T	W	T	F	S
			★	2	3	4
5	6	7	★	9	10	11
12	13	14	★	16	☞	18
19	20	21	22	23	24	25
26	27	28				

15/115

March 2023						
S	M	T	W	T	F	S
			★	2	3	4
5	6	7	★	9	10	11
12	13	14	★	16	17	18
19	20	21	★	23	24	25
26	27	28	★	30	☺	

23/138

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	ⓔ	11	★	13	14	15
16	17	18	★	20	21	22
23	24	25	★	27	28	29
30						

14/152

May 2023						
S	M	T	W	T	F	S
				1	2	3
7	8	9	★	11	12	13
14	15	16	★	18	19	20
21	22	23	★	25	26	27
28	29	30	★			

22/174

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	☞	ⓔ	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

6/180

**Independent Study Program
Home Study
Parent/Student Handbook**

2022 - 2023



School Staff Information

Meet the School Administration:

- Superintendent, Doug Geren
- Elementary Principal, Cecile Lamar
- Middle School Principal, Terri Wright
- Special Education Director, Laurel Kalnins



School District Website: <https://www.cwusd.com/>



Governing Board Members

Matt Iles, Board President
miles2@cwusd.com
Heather Sulzer
Clerk of the Board
hsulzer2@cwusd.com
Deidre McDougall
Board Trustee
dmcdougall2@cwusd.com
James O'Brien
Board Member
jobrien@cwusd.com
Kimberly Cordova
Board Trustee
kcordova@cwusd.com



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Who we are...

We have a dedicated and experienced staff focused on serving the needs of our students and their families. We provide a quality education for our Independent Study students.

Mission

We believe that every child is able to learn with quality instruction, time, and support. We ensure this happens by providing family centered school culture, academic support for students in reading and math, and up-to-date curriculum in all subjects.



Expected Schoolwide Learning Results

The Expected Schoolwide Learning Results (ESLRs) are the skills that we want each of our students to possess upon completion of our program. Each skill is linked to one or more California State (or National) Content Standards.

Students will be:

ESLR #1 Academic Achievers who:

- Are self-directed, independent learners, who plan for their educational futures by setting goals and establishing priorities
- Show proficiency in essential literacy, writing, and mathematical skills
- Assume responsibility for personal lifelong learning

ESLR #2 Effective Communicators who:

- Are able to read, write, speak, and listen reflectively and critically with a sense of purpose
- Use technology effectively

ESLR #3 Responsible Citizens who:

- Are contributing members of society
- Are able to problem solve effectively, making informed and responsible decisions
- Accept and respect diverse viewpoints, lifestyles, and opinions

Are able to function in a global society



Website

Our school maintains a website to assist families with information and updates at <https://www.cwusd.com/>. You will find the following on the site: latest announcements, general information about our program, our Local Control Accountability Plan (LCAP), school calendar, links to helpful Department of Education information, forms that parents will need for learning records, calendars, newsletters, and applications. |



Student Enrollment

Admission

We are a TK-8 public school with the following criteria for enrollment:

- The student must meet California state residency requirements living in Shasta County.
- The student must be at least five years old by **September 2nd and February 2nd**, in order to enroll as a Transitional Kindergartener.
- The student must have support at home to be successful in a personalized learning program that follows California State Independent Study regulations.
- **Before enrolling in the school**, it is important for parents and students to visit our website and read this handbook to understand the philosophy and guidelines of the school. A school administrator will have a pre-enrollment conversation with the family to help them decide if our school is an appropriate fit. **When a family enrolls with our school, they need to be ready to accept co-responsibility for their children's education as the primary instructor in the home.**
- It is important for parents to realize that in accordance with California State Assembly Bill 544, it is not legal for a student to be concurrently enrolled in a charter school and in any other school, public or private, with the exception of concurrent enrollment in a Community College.
- The Governing Board is committed to equal opportunity for all individuals in education. School programs and activities shall be free from discrimination, including harassment, on the basis of a student's: Disability, Gender, Nationality, Race or Ethnicity, Religion, Sexual Orientation, and/or Association with individuals with one (1) or more of the above characteristics.

Enrollment Process

All students will enroll through our school office. The following forms must be completed and in the school's possession before school begins:

- Enrollment form completed online with electronic parent/guardian signatures
- Household Data Collection Form
- Copy of student birth certificate or other acceptable form of verification
- California School Immunization Record
- Transitional Kindergarten and Kindergarten Entry Health Exam (kindergarten students and any 1st graders who did not attend kindergarten)
- T-DAP Immunization for students in 7th grade or higher
- Special Education documents (when applicable) to include a copy of any active IEPs
- Emergency Card
- Proof of residency
- A conference with the parent/guardian, student and teacher to provide the educational options, curriculum offerings, non-academic supports and to discuss and sign the master agreement. This can be completed online, in-person or telephonically. (AB130)
- Master Agreement signed by Parent/Guardian, Student, and Teacher
- Acknowledgment of Responsibilities signed by Parent/Guardian, Student, and Teacher



Expectations of Students, Parents and the School

In order to ensure a meaningful partnership that gives every child the best possible chance of success, the partners need to be clear about what each can reasonably expect of the others. Everyone has roles to play. If each of the partners (parents/guardians, staff, and students) commits themselves to these expectations, we believe that the year will be positive and students will gain skills and achieve their potential.

What Can I Expect of the School?

The school will:

- Provide the necessary standards-aligned curriculum, resources, and materials.
- Daily live interaction and synchronous instruction must be offered (AB130).
 - Synchronous instruction is defined as classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to EC 51747.5. (AB130)
 - TK and Grades 1-3
 - Daily synchronous
 - Grades 4-8

- Daily live interaction
 - Weekly synchronous
- Provide access to the connectivity and devices adequate to participate in the educational program (AB130)
- Ensure that every family is provided a credentialed Teacher able to work effectively with the parent and student.
- Ensure that every family has access to the school's specialists to include; reading, writing, and mathematics.
- Assess student skill levels and academic progress.
- Monitor and assess learning; hold family meetings or student conferences every twenty days or more if needed.
- Provide a personalized learning environment and curriculum.
- Ensure that each family is aware of the school's opportunities and expectations.
- Provide a range of curricular and extracurricular activities.
- Provide ways for the parent or parent-teacher to grow as an educator.
- Provide a transition plan for students whose families want them to return to in-person instruction within no more than 5 days. (AB130)
- Provide a tiered re-engagement plan for students that are struggling with academics or attendance in the Independent Study program. (AB130) Tiered re-engagement are for students that violate the written agreement or for students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week. (AB130)

What Should the School Expect of the Parent?

Parents will support their child's learning by:

- Fulfilling responsibilities outlined in the Master Agreement and Acknowledgement of Responsibilities.
- Showing, through day-to-day activities, the value placed on learning.
- Setting high standards for teaching (home study) and student learning.
- Helping to maintain a balance between schoolwork and leisure time activities.
- Partnering with the school in meeting responsibilities for the academic program.
- Ensuring that the assigned Teacher is fully informed of anything that may affect student progress.
- Daily oversight of student learning.
- Attending parent/student/teacher weekly meetings.
- Return all school learning resources upon completion of coursework.

What Does the School Expect of My Child?

The school expects that students will:

- Focus attention on learning during school time.
- Complete assignments on time and aim for the highest standards in quality of work.
- Complete and turn in original work.
- Take part in some of the extra opportunities/activities provided by the school.
- Check-in with the teacher daily in-person, online or telephonically. (AB130)



The Role of the Parent/Guardian

Parents/Guardians are an essential part of the team dedicated to each student's academic success with the school's Personalized Learning Program. Parents who enroll their child(ren) in this program must be willing to accept primary responsibility for their child(ren)'s education in the home. It will be important that they do the following with the assistance of the assigned Teacher and the School Staff.

- Understand and follow the Master Agreement and Acknowledgement of Responsibilities.
- Help plan the academic year for each student with the assigned Teacher.
- Work with the assigned Teacher to address state standards and adopted curriculum.
- Participate daily with student's learning and assignments.
- Correct and monitor student work on a daily basis so skills are practiced correctly.
- Help the student organize his/her work, both for daily accountability and for meetings with the assigned Teacher.
- **Meet on a scheduled basis with the Teacher no less than one time per week.**
 - If you must reschedule, notify the Teacher in advance.
- Parents may contact the Teacher should they need additional support during daily office hours.
- Bring all corrected and graded work for grades TK-8 to meeting with the Teacher, unless previously agreed to by the Teacher and parent. **If a meeting is missed or assignments are missing, the Teacher MUST issue a Non-Compliance Report.**
- Provide appropriate, graded work samples each week for student learning records.
- Take responsibility to keep the Teacher informed of successes, issues, and concerns, including questions as to whether support services might be necessary.
- Facilitate student participation in State required testing.
- Facilitate student participation in school wide assessments.
- Maintain logs and records as requested or required.
- Acknowledge that all learning resources used print, non-print, technology, etc., are the property of the school and all material must be returned to the school when you are finished using them and/or at the end of the school year.
- Sign out Chromebook with Teacher
- Parents will leave the meeting with a list to be used to complete the weekly learning record.



The Role of the Assigned Teacher

The role of the Credentialed Teachers who serve families participating in our Personalized Learning Program is to offer support and guidance to parents who accept primary responsibility for the education of their children.

The Teacher assigned to your student(s) will:

- Issue a Parent/Student Handbook
- Meet with the parent/guardian/students a minimum of once weekly to assess and record progress for each student.
- Provide daily online check-ins
- Administer and/or assist with the coordination of internal assessment for students grades TK-8.
- Review assessment results and work with the family to direct instruction toward academic growth and achievement.
- Review student work at weekly Learning Meetings and discuss progress with parents.
- Answer family's questions, via in person, phone or email, as they arise.
- Serve as a liaison between the family and the school administration and staff.
- Provide direct tutoring instruction when appropriate for student progress as deemed by the Teacher.
- Keep current with school policy and procedures and notify students and families of any changes that affect them.
- Verify student attendance records.
- Verify student learning and document progress in Student Assignment and Learning Record file.
- Review **all work samples completed by the student** in the Learning Period.
- Communicate with the parent about student accomplishments, standards met, and assignments completed.
- Teachers will log the weekly assignments needed to receive credit.
- Ask the family if they have any educational concerns or issues and discuss solutions.
- Help students and parents with any difficult assignments and/or concepts that were completed in the learning period.
- Offer instructional advice and tutoring, if needed.
- Attend any Special Education IEP meetings for assigned students and maintain communication with Special Education staff.
- Note and research questions the family may have regarding their child's educational program.
- Ensure that each student has the appropriate curriculum. Discuss and implement changes if needed.
- Review the completed Attendance Log and PE Log. Have the family make corrections if needed.
- Collect completed logs.
- Collect appropriate work samples for the learning record.
- Give each student a list of assignments and/or expectations for the next learning period.
- Give the family all forms and logs to be completed for the next learning period.
- Distribute educational materials ordered for the student and collect materials that are no longer being used.
- Notify parents and students of school-related updates regarding governance, field trips, testing dates, events, and activities.
- Schedule the next meeting.



Weekly Meetings with your Assigned Teacher

According to Independent Study Law, the school year is divided into ten learning periods, each with twenty school days or less. The assigned Teacher must have at least one face-to-face meeting with the parent/guardian and the student every learning period. Depending on the circumstances, a Teacher and family may choose to meet more often. After attending the weekly meeting, the assigned Teacher is responsible for the creation of a report for each student that documents work completed and resultant attendance. Each meeting should include the following:

- Discussion and review of student progress/achievements for the learning period. The form on the next page is an example that can be used to provide information to the Teacher.
- Teacher review of all assignments completed in the previous learning period to determine attendance earned and state standards addressed. Work completed by school students will be collected and graded by the assigned Teacher.
- Attendance and engagement will be tracked daily.
- The teacher and parent assign grades for work completed.
- Opportunities for the parent to ask questions and discuss concerns.
- Opportunities for the Teacher to share different teaching strategies and offer support and encouragement.
- Time for the Teacher to assist with instruction/tutoring, as deemed necessary by the Teacher.
- Work Sample collection - the assigned Teacher will collect samples of your child's work each learning period.
- Teacher review of the completed Attendance Log and PE log. The teacher may help the family make corrections, if needed.
- Days of attendance are established for the learning period based on work completed by the student. Please review the "Daily Logs for Attendance" section below for more complete information on attendance.
- Students are given a list of assignments and/or expectations for the next learning period.
- Forms for the next learning period are given to the parent/student.
- Teacher, parent/guardian, and student discuss curriculum needs or changes.
- Teacher informs the family of any announcements and/or opportunities provided by the school.
- The next meeting is scheduled.

The following worksheet is an example of what would be reported to the assigned Teacher to document work and activities completed during a learning period.



Learning Period Progress Report

Student Name: Joe Student

Learning Period: 8-27-22 through 9-21-22

Assignments/Activities Completed: _____

Language Arts

- Harcourt Grade 7 literature-completed pages 1-87, answered questions, completed grammar activities.
- Wordly Wise 7- completed pages 1-26
- Writing Assignment- completed a 5 paragraph essay about favorite summer activities.

Mathematics

- Glencoe McGraw Hill CA Mathematics Grade 7- completed pages 1-56
- Completed online exercises to go with text activities.
- Used a cookbook and doubled recipes 3 times this learning period.
- Calculated mileage and miles per gallon for a trip to San Francisco.

Science

- Harcourt Science Grade 7- completed pages 1-73. Answered all questions and completed experiments in the text.
- Visited Turtle Bay exhibit about butterflies.
- Field trip to Lassen National Park to study the geology of the area.

Social Studies

- Glencoe Grade 7 Discovering Our Past- completed pages 1-58. Answered all questions in text and workbook.
- Field trip to the local post office, fire station.
- Researched Medieval Knights online and completed a summary.

Curriculum Needs/Changes

- Would like some math games appropriate for grade 7.



Weekly Paperwork to be Completed by the Parent/Guardian and/or Students:

Daily Logs for Attendance

Daily Attendance is taken in accordance with Independent Study Law. The Teacher is responsible for recording attendance on a daily basis using the Attendance Log provided by the school. Parents/students are expected to check-in daily with the Teacher. This Log is the attendance document and must be filled out on a daily basis documenting that the student completed at least one educational assignment from his/her Student Assignment and Learning Record each day of the school calendar year.

Separate logs are provided to record time spent on daily PE activities.

Attendance can only be claimed for days that the student is properly engaged in the learning process. Students may have days of non-attendance when sick or unable to complete school work.

It is the responsibility of the credentialed Teacher to establish whether the amount of work a student has produced, or the amount of knowledge that was gained, substantiates the days of attendance being claimed.

If the Teacher does not think the student has engaged in the learning process enough to warrant full claim of attendance, which must equal 70% of the work assigned for a learning period, it is his/her responsibility to subtract days from the attendance and to give the student a Non-Compliance Notification which may result in the student's disenrollment.

Students must participate in Independent Study for a minimum of *three consecutive days* to generate ADA (AB130). Students must participate in live interaction and synchronous instruction on each school day as applicable, in whole or part, for which live interaction and synchronous instruction is provided (AB130). This can be done in-person, online or telephonically.

When a student receives three "absences", the teacher will make personal contact with the parent.

- a. Inform parent the student has received three absences
- b. Identify a re-engagement plan for determining how the student needs to re-engage
- c. Inform parent that an attendance referral will be made after the next absence is received (after the phone call)
- d. Teacher notifies office of the parent meeting date/time and of the plan developed

On the fourth absence, the office will document and send out an attendance letter (letter 1 of SARB process).

On the fifth absence, the office will document and send out the second attendance letter with an attendance SST scheduled.

On the sixth absence, the office will document and send out the third attendance letter and a SARB referral will be made.

Teachers must date and sign the Attendance Log with the last day of the learning period.

Daily Logs for Physical Fitness

As per state law, physical education is required of all students in grades TK-8. Physical Education is defined as physical activities that are conducive to health and vigor of body and mind. They are recreational in nature.

- All students in grades TK through 8, except pupils excused or exempted, shall be required to participate in physical education for a total period of no less than **150 minutes each 5 school days** (or an average of 30 minutes per day).

There are a number of ways for students to achieve physical fitness as set forth by the California Education Code. Physical fitness options include:

- Participate in an organized physical fitness program provided by a local recreation center, the YMCA, or a sports program.
- Join an athletic team such as swimming, football, basketball or baseball.
- Walk, bicycle, play at a local playground at such a level that will increase heart rate.
- Take classes provided by a registered gymnastics, dance, or martial arts club.
- Participate daily in viewing and following directions as set forth in an aerobic video for children.

A weekly PE Log must be completed each learning period. Your assigned Teacher will give you the log each learning period, or you can download forms with dates from our website.

Log completion:

- Parents and/or students must record the activity and time a student spends in physical activity per day on the provided PE Log.
- The amount of time spent in physical activity must be added up weekly and total learning period time written at the bottom right corner of the record.
- A specific physical activity must be written when "other" is chosen on the log.

The log on the next page is an example of a properly completed PE Log.

Monthly P.E. Log

Name: Joe Student

LP 1 - 19 days

Dates: 08/25/2014 - 09/19/2014

Date: 08-25-2014	Date: 08-26-2014	Date: 08-27-2014	Date: 08-28-2014	Date: 08-29-2014	Weekly Minutes
<input checked="" type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input checked="" type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input checked="" type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	210 (Total)
Total Time <u>30</u>	Total Time <u>30</u>	Total Time <u>45</u>	Total Time <u>45</u>	Total Time <u>60</u>	
Date: 09-01-2014	Date: 09-02-2014	Date: 09-03-2014	Date: 09-04-2014	Date: 09-05-2014	Weekly Minutes
Holiday Labor Day	<input checked="" type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input checked="" type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	240 (Total)
Total Time <u>30</u>	Total Time <u>30</u>	Total Time <u>30</u>	Total Time <u>60</u>	Total Time <u>30</u>	
Date: 09-08-2014	Date: 09-09-2014	Date: 09-10-2014	Date: 09-11-2014	Date: 09-12-2014	Weekly Minutes
<input checked="" type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input checked="" type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input checked="" type="checkbox"/> Bicycling <input type="checkbox"/> Other***	240 (Total)
Total Time <u>30</u>	Total Time <u>60</u>	Total Time <u>30</u>	Total Time <u>60</u>	Total Time <u>60</u>	
Date: 09-15-2014	Date: 09-16-2014	Date: 09-17-2014	Date: 09-18-2014	Date: 09-19-2014	Weekly Minutes
<input checked="" type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input checked="" type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input checked="" type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input checked="" type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other***	<input checked="" type="checkbox"/> Jog/Run <input type="checkbox"/> Walk <input type="checkbox"/> Weightlifting <input type="checkbox"/> Swimming <input type="checkbox"/> Aerobics <input type="checkbox"/> Bicycling <input type="checkbox"/> Other	300 (Total)
Total Time <u>60</u>	Total Time <u>60</u>	Total Time <u>30</u>	Total Time <u>30</u>	Total Time <u>30</u>	

Reminder: High School requires 40 min/day or 200 min/week
 *** (See below) for "Other" write what the activity is: swimming, skating, dancing, etc.

K-8th grade 30 min/day or 150 min/week

Monthly Total **990**

Student Work Samples:

Each learning period the assigned Teacher will review all work completed by each student. They will collect work samples each week to be included in the Student Learning Records. The Teacher will collect a sample from every subject on the student's Master Agreement to be included in the Student Learning Records. All samples collected must have the following:

- Student's first and last name in the upper right-hand corner of the sample. This must be written in the student's handwriting.
- The date that the work sample was completed must be written in the upper right corner. The date must fall within the current learning period dates.
- The sample must be evaluated by the parent and/or the Teacher.
- It is important that the sample shows an appropriate amount and quality of work. Multiple choice answers are not acceptable.
- The student should be proud of the work presented as it represents their accomplishments.



Weekly Checklist for Student Records

I have the following ready for my teacher:

Student's work is neat and legible.

Assignment Record/Plan Sheet that tells my Teacher what I have completed this week.

Original work samples are included and properly labeled with name, subject, grade, and date, in the student's own handwriting.

(Language Arts/English, Math, Social Studies, Science, and untimed electives).

All samples are evaluated.

The samples show all work (ex: Math problems should be worked out).

PE and time-dependent elective course minutes are added up and written on the appropriate log.

All completed assignments are organized in a manner that is easy for my teacher to review.



Communication

Maintaining communication between families and school staff is critical to student success. Our school offers many different methods for communication with families:

Teacher and School Staff - Your assigned teacher will provide any forms and other materials your student may need at the beginning of the school year and at each learning period meeting. In addition to your assigned teacher, any school staff member is available to assist with your educational needs. The administrative office phone number is (530) 347-3165. Staff members are available Monday through Friday 8:30 am through 4:00 pm to assist you.

Parent/Student Intra School Information System – Our school uses this online program to provide a safe way for school administration, teachers, and staff to connect via email or text. This program will be used to keep families updated regarding important information and dates and to sign up for field trips and school activities.

School Website – <https://www.cwusd.com/> has helpful information about our school program, forms, calendar, Board Member information, and Student Site Council information.



Coursework/Classes

Each student grade TK-8 must be enrolled in the following courses to include: Language Arts, Mathematics, and Physical Education.



Student Assessment

State Assessment

We recognize that standardized tests do not always accurately reflect a student's knowledge and skills. However, we know that academic progress is one of the many benefits of programs like ours. And while we have the opportunity to see, first hand, how much our children are learning, testing creates an avenue with which we can demonstrate to the California Department of Education and our community what we already know to be true.

With this in mind, we urge you to prepare your son or daughter to participate in the mandated State Testing program each spring. The individual results will not be used by the State to track or label the students in any way. Parents who choose to do so may request in writing that the test results not be placed in the student's file or portfolio.

The following tests are required by the State of California:

- **CAASPP/Smarter Balanced Assessment-Grades 3-8, 11**

The California Assessment of Student Performance and Progress Program is an online, adaptive assessment used to identify how well students in California are learning the knowledge and skills identified in the California State Standards for each grade level. The assessment system includes a rigorous computer adaptive summative test for grades 3-8 and 11 that provides accurate student performance and growth information to meet state and federal accountability requirements.

The online assessment is administered in the spring for grades 3-8. The school is dedicated to offering support and practice so that students feel confident and comfortable completing the assessment. Families will be offered links to practice tests, test preparation sessions, and appropriate materials to prepare for the assessment. The online assessment includes writing tasks that prompt students to explain how and why they derived their answers. Strong writing skills and the ability to keyboard will be key to student comfort with the testing experience.

- **California Science Test (CAST) -Grades 5, 8**

Students in grades 5 and 8 are required to take the CAST as part of the CAASPP assessments.

- **Physical Fitness Test Grades 5, 7**

The FITNESSGRAM® is a set of tests designed to evaluate health-related fitness and to assist students in establishing lifetime habits of regular physical activity. The PFT is administered in the second semester each school year. Teachers will be given worksheets to outline test components and tasks. Parents may administer and record the test results and return them to their assigned Teacher.

State Assessment Tests By Grade Level	
Grades 3-8	Smarter Balanced -English-Language Arts -Mathematics Spring test administration
Grades 5, 8	CAST Science test Spring test administration
Grades 5, 7	Physical Fitness Test Spring test administration

School Administered Assessments

Our school is committed to student achievement and progress. The following assessments have been chosen to give school staff and parents valuable information that will be used to create and implement a personalized learning plan designed to meet student needs. All students, grades TK-8 will be assessed a minimum of two times each year; preferably in September and again in March. Results will be used to track student progress and may be used to generate lessons that address gaps in skills and understanding.

This year students will be internally assessed in the following manner:

Grades Transitional Kindergarten- Eight:

Students will be assessed using paper and pencil assessments for Language Arts and Mathematics. This assessment will be administered two or three times a year by the assigned teacher or support staff.

Writing Assessment for Grades 1-8

Writing is one of the most critical academic skills we can help our students attain. In order to assist students with this skill, it is important to assess their knowledge and capabilities. Each student in grades K-8 will submit a writing sample to their teacher at the beginning of the year in September or October and again at the end of the year in April or May. This writing assessment will be evaluated and the teacher will use the information to guide instruction and curriculum.

Evaluation and Grading

Our district requires all teachers to submit a formal written assessment (Report Card) of a student's progress each semester. Report cards are a means for feedback and praise of the student's accomplishments.

Letter Grade Scale for Grades 4-8

A	90-100
B	80-89
C	70-79
D	60-69
F	59 and below

Possible Grade Scale for TK-3

4	Exceeds Trimester Goals
3	Meets Trimester Goals
2	Working Towards Trimester Goals
1	Not Meeting Trimester Goals
NA	Not Assessed



Support for Students Performing Below Grade Level

The internal assessment scores a student earns at the beginning of the school year or when a student enrolls are used to determine approximate grade level proficiency in ELA and Math. It is important that each student does their best while taking the assessments, without help from a parent, so an accurate score can be procured. Students who rush to complete the assessments often receive scores that are below their actual grade level proficiency, while students who are coached during the assessment may receive scores that are higher than their actual grade level proficiency.

If, based on diagnostic results, home study work completion, and adherence to all the components of the home study program, the student is performing below grade level, the teacher may hold a Student Success Team (SST) meeting to discuss other strategies and the option of assessment for special education services.

Student Success Team

If a student is having difficulty learning and does not have an active IEP, our school has a Student Success Team (SST) process to help determine what the issues might be, if there are things that can be done to help with intervention, and finally, to determine if a student may need to be tested for Special Education eligibility.

The Student Success Team (SST) will include the parent, the student (if appropriate), the teacher, any Academic Specialists that have been working with your child during the intervention process, and the school Principal. The first meeting is an effort to share and examine information about the student and

any previous intervention strategies that have been implemented. Prior to the meeting, the parent completes a questionnaire and the teacher completes an SST Meeting Request form. Information gathered includes the following:

- Student strengths
- Academic and social information
- Accommodations
- Areas of concern
- Questions
- Strategies previously implemented
- Actions
- Responsible person(s)

The meeting will result in an SST plan for student support that outlines future actions to be evaluated for progress at the next scheduled SST meeting. In this case, another meeting will be scheduled to review progress and evaluate changes and academic growth in your child. Another SST meeting outcome may be the recommendation that the student is assessed by Special Education staff to determine if the student has a learning disability and qualifies for Special Education services.

What is the role of the parent in the SST process?

- Provides valuable information and another viewpoint for planning an effective program.
- Shares the child's strengths and concerns with the school staff.
- Participates in the development of a positive intervention plan for their child.



Special Education Services

The Referral Process for Special Education Services

As outlined above, our school is committed to student success and support. The teacher will be in constant communication with a student's parent whenever there is concern about a student's lack of academic or behavioral progress. The teacher or parent can request a Student Success Team meeting to discuss current concerns regarding the student. Documentation of strategies, supports, and materials will be developed and updated at these meetings, including developmental and medical history, academic performance, attendance, vision and hearing screening, and behaviors that interfere with a student's ability to learn.

We work with the student's family to implement all options available within the general education model before a referral to special education is made. Options may include accommodations, research based instruction and materials, consultation with academic specialists, education specialists, school nurse, school psychologist or other appropriate staff. When general education options have been exhausted and the student has not shown sufficient progress, then referral to special education may be appropriate.

Parents may choose to make a written request for a Special Education evaluation. When a written request is received, the school must respond within 15 days. If the school determines that the request for assessment is merited, an assessment plan is sent to the parent with a copy of Procedural Safeguards and Prior Written Notice.

Once the parent has given written consent for assessment and the school has received the document, a 60-day timeline begins. Our district has 60 days to complete its assessment and hold an initial IEP meeting. After assessments are complete, an initial IEP meeting is held to discuss the assessment results and determine if a student qualifies for special education services. If the student qualifies, the team (which includes the parents) develops an Individualized Education Program (IEP) for the student.

Once a student has an IEP and it is implemented, the team is required by law to meet annually to review or revise the IEP. Every three years a student must be re-evaluated to determine continued eligibility for special education services.

Students Who Are Receiving Special Education Services and Have an Active IEP:

We are a member of the Mountain Valley Special Education JPA. Our school is responsible for the management and delivery of all Special Education Services for our students with an Individualized Education Program (IEP). The school also serves students who have documented disabilities and/or medical conditions with 504 plans. 504 plans are managed by general education school administration rather than the Special Education staff.

By law, our school is required to provide Special Education Services the first day of enrollment and hold an Interim/30 day placement meeting within 30 days of that enrollment date. Our online enrollment process asks if a student has a current IEP or has received IEP services in the past. If your student has an active IEP we ask that you provide a copy of that document so we can be prepared to properly serve your student the first day of school attendance.

Our district offers a full range of services for students with special needs to include: Specialized Academic Instruction with our Education Specialists, speech-language services, occupational therapy, adaptive PE, and assistive technology. Our independent study model requires that students receive most of their academic instruction at home with their parent(s) on a daily basis and receive support, guidance and direct instruction from our qualified special education staff and specialists. If you have questions regarding our program or the Special Education process, you may contact our Special Education Director Principal.

NOTE: Upon a parent or guardian of an individual with exceptional needs requesting independent study, as provided, AB 181 requires the pupil's individualized education program team to make an individualized determination as to whether the pupil can receive a free appropriate public education in an independent study placement, as provided. A certificated employee designated as having responsibility for the special education programming of the pupil must sign the written agreement, as specified, and authorizing local educational agencies to claim apportionment credit for independent study for the combined time value of pupil work product and pupil participation in synchronous instruction, as provided. A pupil's inability to work independently, the pupil's need for adult support, or the pupil's need for special education or related services shall not preclude the individualized education program team from determining that the pupil can receive a free appropriate education in an independent study placement.



on-Compliance with Terms of the Master Agreement & Requirements

It is critical that students comply with the terms of the Master Agreement and the Acknowledgement of Responsibilities. This includes the completion of adequate amounts of work each learning period (with an appropriate level of accuracy and commitment to work quality), attending scheduled meetings with the assigned Teacher on a weekly basis, following the signed Academic Growth Plan (if applicable), completing original work that is not copied or plagiarized, and attending mandated testing (internal and state testing). The school is committed to student achievement and progress and it is important to determine if the independent study model is appropriate for each student. It does not serve students to keep them in the program if they are not learning and gaining skills.

Tiered reengagement strategies are triggered if any of the following occur:

- The student fails to generate attendance for more than 10% of the required minimum instructional time over four continuous weeks of the LEA's approved instructional calendar;
- The student does not participate in synchronous instructional offerings for more than 50% of the scheduled times of synchronous instruction in a school month; or
- The student is in violation of the written agreement.

Non-Compliance Notification

When a student is not meeting their Master Agreement, Acknowledgement of Responsibility, or IEP, the assigned Teacher is required to follow the Non-Compliance Protocol.

Non-compliance notifications are issued for the following:

- The student fails to complete at least 70% of the work assigned in a learning period.
- The student's work is incomplete or of poor quality earning non-passing grades.
- The student is not completing the intervention activities outlined in the Academic Growth Plan (if applicable).
- The student is not making the minimum attendance criteria and instructional minute criteria. (AB 130)
- The parent and/or student missed a scheduled meeting with the Teacher. If the Parent and/or Student are unable to attend a scheduled meeting due to illness or a family emergency, you must contact the Teacher immediately to reschedule.
- The parent and/or student repeatedly reschedule required meetings with the Teacher.
- The student plagiarized, copied, or turned in work not completed by the student.

A student may go through the three steps consecutively or have a gap in time between occurrences. Students who establish a pattern of not meeting their obligations may not be appropriate for our program. If a student has three occurrences in a year, they may be dis-enrolled. For the student's sake, it is best to determine, as quickly as possible, if they are appropriate for our program and capable of working on their own.

First Occurrence:

- The Teacher will complete the Non-Compliance Notification (NCN) for delivery to the student's parent.

- The Teacher will schedule a meeting with the parent and student and discuss the action of non-compliance and the action plan to correct the lack of compliance.
- A second meeting date is scheduled in a week to review work to be completed and to evaluate progress with the action plan.
- The Teacher, parent, and student sign the NCN and it is placed in the student's file.
- A copy of the NCN is emailed to the school Principal.

Follow-Up Meeting in one week:

- If the student has completed the actions outlined in the NCN by the second meeting, no further action is needed.
- If not, the Teacher will proceed to the second occurrence.

Second Occurrence - Teacher will:

- Fill out a second Non-Compliance Notification. (Distribute as directed above, amend attendance to reflect lack of compliance during the current five-day period).
- Schedule a meeting with the parent/student/teacher and the school Principal.
- The group discusses the student's ability to be successful in an independent study model and may suggest disenrollment from the program if progress isn't made toward compliance.
- Corrective actions are due within five school days.

Follow-Up Meeting:

- If the student has completed the actions outlined in the NCN by the second meeting, no further action is needed.
- If not, the Teacher will proceed to the third occurrence.

Third Occurrence – Teacher will:

- Fill out a third Non-Compliance Notification. (Distribute as directed above.)
- Schedule a meeting with the parent, student, and Principal.
- The Superintendent may determine that the student is not able to meet the requirements and will be disenrolled from the program due to non-compliance. As per AB130, the student will return to in-person instruction at the school.

Please review the First Non-Compliance Notification on the next page. The second and third occurrence notifications outline the following actions:

The **second occurrence** requires a meeting with the Principal, teacher, parent/legal guardian, and student to discuss concerns and plan for improvement. Failure to remedy non-compliance actions may indicate that the district's independent study program is not an appropriate placement for the student.

The **third occurrence** requires a meeting with the Principal, Teacher, parent/legal guardian and student to discuss possible dismissal from the Independent Study Program.

When Independent Study is not working for the student or the parent requests that the student return to in-person instruction, the student will be provided with a transition plan required to return to in-person instruction within 5 school days. (AB130)

The teacher will document the student's participation in live interaction and synchronous instruction pursuant to EC 51747 on each school day, as applicable, in whole or in part, for which Independent Study is provided. A student who does not participate in live interaction or synchronous instruction as assigned on a school day shall be documented as non-participatory for that school day (AB 130).

**Non-Compliance Notification
First Occurrence**

Student Name: _____ Grade: _____

Teacher Name: _____ Date: _____

Learning period start date: _____ Learning period end date: _____

This form serves as notification that your child has not met the minimum standards for our Independent Study Program as outlined in the signed Master Agreement and Acknowledgement of Responsibilities and/or the student's Academic Growth Plan (if applicable). **The first occurrence requires a documented conference with the teacher, parent/legal guardian and student to discuss concerns and plan for improvement.**

The Master Agreement, Acknowledgement of Responsibilities, and Academic Growth Plan (if applicable) outline the following:

- The student must complete a minimum of 80% of all assignments each reporting period.
- The student must complete the intervention activities outlined in the Academic Growth Plan each reporting period (if applicable).
- The parent and/or student agrees to meet the Teacher on a scheduled basis no less than once every week.
- The student and parent understand and agree that all assignments completed must be the student's own work and not copied or plagiarized.
- The parent agrees that the student will participate in our internal and state assessment sessions when scheduled.

Non-compliance:

Student failed to complete an adequate amount of work.

Subject area(s): _____ Percent of work completed: _____

Days of attendance possible: _____ Days of attendance earned: _____

Parent/Student missed a scheduled meeting.

Date(s): _____

Parent/Student consistently rescheduled meeting(s) with Teacher.

Date(s): _____

Student did not complete the activities outlined in their Academic Growth Plan.

Subject area(s): _____

Percentage Completed: _____ Description: _____

Student did not turn in original work or plagiarized. Description:

Student missed scheduled assessment session(s).

Type of assessment: _____ Date(s): _____

Plan for Improvement:

Action(s) required for compliance of the above plan for improvement:

Date(s) when action(s) will be complete: _____

Student Signature: _____ Date: _____

Parent Signature: _____ Date: _____

Teacher Signature: _____ Date: _____



Educational Materials

Our district promotes the use of computer technology in its instructional program in order to facilitate learning and teaching. We have Chromebooks available for students to check out for use at home. Parents may request a technology device from their assigned Teacher. The Teacher will complete the Technology Request Form. The parent must fill out the Technology Acceptable Use Agreement which includes the rules for Chromebook use. The technology devices are for school use only and may not be used by the parent or the student for personal business or entertainment. Parents are responsible for notifying the school if the technology device is damaged and may be responsible for repair costs or replacement. Books and other school supplies will also be provided to students.



School Cell Phone Policy

Please refer to the Student Handbook for established guidelines.

Cell phones are **prohibited** during local and state testing.



School Dress Code

It is important for students to come to the school site dressed appropriately. We ask all students who come to school to adhere to the guidelines established in the Student Handbook.



Opportunities for Parent Participation

Governing Board:

Our district is governed by the Governing Board, whose major roles and responsibilities include establishing and approving all major educational and operational policies, final approval on all major contracts, final approval on the school's annual budget and Local Control Accountability Plan, overseeing the school's fiscal affairs, and selecting, evaluating and supervising administrative staff. Board terms are four years and a member can elect to stay on the board longer if interested and approved by the other board members. The Board meets monthly. All meetings are open to the public and the agendas and minutes are posted 72 hours in advance. We welcome any parents and/or students who want to know more about our school and would like to attend a meeting.



The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99)

The Family Education Rights and Privacy Act (FERPA) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their child's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.

Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.

Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):

- School officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies and/or State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under

FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook or newspaper article) is left to the discretion of each school.



Emergency School Closures

As per AB130, schools will be required to offer an Independent Study to students affected by school closures of ten or more days. When we are closed due to an emergency, the first day is considered a non-instructional day and students will not be marked as present or absent.



2022-2023 Master Agreement for Independent Study/Home School

SHORT TERM (5-10 school days)

LONG TERM (10 school days up to entire school year)

Student Name	Student ID	Grade	DOB	Contract Term	Classroom Option
Student Address			Primary Phone	Beginning Date	Ending Date

This master agreement for Independent Study is in effect during the 2022-2023 school year. Prior to signing this agreement, the student or parent/guardian may request a pupil-parent-educator conference or school meeting via phone, videoconference, or in-person. This meeting will involve all of the people who sign this written Independent Study agreement. The objective of the Independent Study program is to enable the child to maintain their learning pace with their studies for the period covered by this agreement. This agreement sets forth the framework to successfully meet the objectives and complete the assignments identified in the *Assignment and Student Work Record(s)* that will become a part of this agreement. With the support of the parent, guardian, or caregiver, the student will submit assignments on or before the due date specified in the *Assignment and Student Work Record(s)*. The Independent Study program is governed by Board policy which stipulates that an instance of SHORT-TERM Independent Study may not be for a duration longer than a period of 10 school days, and LONG-TERM Independent Study may be for a period of time up to and including the entire 2022-2023 school year.

School Responsibilities:

- The District will provide standards-aligned content that is substantially equivalent to the quality and intellectual challenge of in-person instruction including teacher services, instructional materials, supplies, technology devices, and other necessary items and resources as specified for each assignment as if s/he was enrolled in face-to-face learning.
- Independent Study is an alternative to classroom instruction offered by this district, but no pupil may be required to participate; a classroom option is always available. In the case of a pupil who is referred or assigned pursuant to Education Code 48915 or 48917, an alternative classroom has been offered and is available at all times at the school specified above.
- For the 2022-2023 school year, daily synchronous instruction for pupils in transitional kindergarten to grade three, daily live interaction and at least weekly synchronous learning for pupils in grades four through eight.
- The teacher will evaluate the student's work according to the *Assignment and Student Work Record(s)*. If student work demonstrates unsatisfactory educational progress, a meeting will be convened with parent, student, teacher/administrator to evaluate whether or not the pupil shall be allowed to continue in the Independent Study program.
- The teacher will communicate with the pupil's parent/guardian regarding academic progress
 - o weekly
 - o (circle one) by email by phone in-person conferenceConference Day/Time _____

Student Responsibilities:

The student will meet with or report to the teacher regularly, the frequency, date, time, and location specified in the *Assignment and Student Work Record(s)*.

I understand that:

- Independent Study is a form of education that I have voluntarily chosen and I will continuously have a classroom option available to me should I choose to no longer participate in Independent Study.
- The child will complete, during the term of this agreement, the course work listed on the *Assignment and Student Work Record(s)*. All course work will be consistent with this District's adopted curriculum. The *Assignment and Student Work Record(s)* include the course descriptions, objectives, study methods, evaluation methods, and resources covered by this agreement.
- I am entitled to textbooks and supplies, supervision by a certificated teacher, and all the services and resources received by other children enrolled in my grade.
- I have the same rights as other students in my grade at my current school.
- I must follow the discipline code and behavior guidelines of the school, in accordance with district policy.
- If I do not complete three consecutive assignments, my incomplete work will result in an evaluation to determine if I should remain in independent study or be immediately returned to a classroom at my last school of enrollment.
- I understand and agree that all assignments completed must be my own work and not copied or plagiarized. Failure to fulfill any of these minimum requirements will result in the following course of action:
 - o **First Occurrence:** documented conference with the teacher, parent/legal guardian, and student to discuss concerns and plan for improvement.
 - o **Second Occurrence:** documented conference with principal, teacher, parent/legal guardian, and student.
 - o **Third Occurrence:** possible dismissal from our program and/or school.

I agree to:

- Be supervised by and meet regularly with the assigned Independent Study teacher and/or approved resource personnel responsible for my educational studies as outlined on page one of this agreement.
- Complete my assigned work by its due date, as explained by my teacher or teachers and described in my written assignments. Turn in assignments to my teacher(s) upon the first day I return to school or on/by the due date.
- For SHORT TERM Independent Study, complete any unfinished assignments once I return during recess, lunch, before or after school.

Parent/Guardian/Caregiver Responsibilities:

I understand that Independent Study is an optional educational alternative for my child that I have voluntarily selected. I agree to the conditions listed in the aforementioned section entitled Student Responsibilities.

I also understand that:

- Learning objectives are consistent with and evaluated in the same manner that they would be if my child were enrolled in the traditional school program at his/her current school.
- Upon a parent or guardian of an individual with exceptional needs requesting independent study, as provided, AB 181 requires the pupil's individualized education program team to make an individualized determination as to whether the pupil can receive a free appropriate public education in an independent study placement, as provided. A certificated employee designated as having responsibility for the special education programming of the pupil must sign the written agreement, as specified, and authorizing local educational agencies to claim apportionment credit for independent study for the combined time value of pupil work product and pupil participation in synchronous instruction, as provided. A pupil's inability to work independently, the pupil's need for adult support, or the pupil's need for special education or related services shall not preclude the individualized education program team from determining that the pupil can receive a free appropriate education in an independent study placement.
- Unless otherwise indicated, the supervising teacher who signs this agreement will meet with my child on a regular basis as specified on page one of this agreement. The purpose is to direct the child's study and measure progress toward the objectives in this agreement. It is my responsibility to promptly reschedule any missed appointment.
- I am responsible for supervising my child while s/he is completing the assigned work and for ensuring the submission of all completed assignments by dates due.
- I am liable for the cost of replacement or repair of school-furnished materials and devices checked out to my child that are lost, stolen, or willfully or negligently damaged.
- It is my responsibility to provide any needed transportation for my child's scheduled meetings and any other travel covered by this agreement.
- I have the right to request a transition plan for my student to return to in-person instruction from Independent Study expeditiously, and not later than five instructional days.
- I have the right to appeal to the school administrator any decision about my child's placement or school program in accordance with the District's policies and procedures.

Additional Requirements and Rules to Qualify for a SHORT-TERM Independent Study Agreement

- Short-term independent study contracts may not be issued during State testing in April/May.
- There can be no more than two (2) short-term independent study contracts granted per student per school year.
- If all the work is returned with satisfactory progress, the student will maintain a clear attendance record.
- If the student's work is unsatisfactory or incomplete, the school will grant excused days of absence for only the amount of satisfactory work returned.
- The additional days of absence will be considered unexcused and will count towards truancy limits.
- If a student had any unexcused absence(s) due to failure to complete work on an initial short-term independent study contract, a second short-term independent study contract will not be granted within the same school year.
- If a student returns to school prior to the end date, Assignment and Student Work Record(s) still must be completed.

Additional Supports Available

To address the needs of pupils not performing at grade level or if needed support is in other areas, the following additional supports are available:

A tiered re-engagement plan will be put in place for pupils not generating attendance for more than three school days or 70% of the instructional days in a school week, or who are in violation of their written learning agreement.

For pupils in foster care, pupils experiencing homelessness, or pupils requiring mental health support, our liaison is available, by calling the school office to connect students/families with available resources.

Agreement to Terms

We have read, understand, and agree to all the conditions of Independent Study detailed above and to the terms set forth in this Master Agreement Contract, and we acknowledge that any violation may result in removal of the student from this Independent Study Program.

NOTE: California law requires the student to sign this agreement. A parent, legal guardian, or legal caretaker and special education provider, if necessary, must also sign the document. Written agreements must be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study. Electronic signatures are permitted and the affixed electronic signature shall be deemed authentic and valid, binding on all parties.

Student Name (Last, First, Middle)	Signature	Date
Parent/Guardian Name (Last, First, Middle)	Signature	Date
Parent/Guardian Name (Last, First, Middle)	Signature	Date
Other Designated Adult Name (Last, First, Middle)	Signature	Date
Certificated Special Education Staff Member	Signature	Date



2022-2023 Master Agreement for Independent Study/Home School

SHORT TERM (5-10 school days)

LONG TERM (10 school days up to entire school year)

Office Use Only:

*In my professional judgment, the student has completed work that has a value of ____ days of **SHORT-TERM** Independent Study Credit.*

*In my professional judgment, the student has completed work that has a value of ____ days of **LONG-TERM** Independent Study Credit.*

Supervising Teacher Name (Last, First, Middle)

Signature

Date

Academic School Year 2021-2022
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186]

District: Cottonwood Union School District
 Form Completed By: Amanda McAbel Title: District Admin Assistant

Quarterly Report Submission Date: (Please check one)
 October 2021 April 2022
 January 2022 July 2022

Date for information to be reported publicly at governing board meeting: 07/19/2022

Please check the box that applies:

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

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

Doug Geren

 Print Name of District Superintendent



 Signature of District Superintendent

07/05/2022

Date

Submit by the 15th of the month to: Barbara Erlei at berlei@shastacoe.org